## **EXHIBIT B**

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 7/19/2002

Contract/Lease Control #: C02-0737-WSI-414-

Bid #: N/A

**Contract/Lease Type: AGREEMENT** 

Award To/Lessee: NABORS, GIBLIN & NICKERSON

Lessor:

Effective Date: 71/16/2002 \$35,000.00

Term: INDEFINITE

Description of Contract/Lease: SRF WATER PROJECT BOND DISCLOSURE COUNSEL

Department Manager: WATER & SEWER

**Department Monitor:** J. LITTRELL

Monitor's Telephone #: 651-7172

Monitor's FAX #: 651-7193

**Date Closed:** 

**NICHOLE** 



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 5/10/2021

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.

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PRODUCER	CONTACT NAME:	•
Earl Bacon Agency, Inc. Post Office Box 12039		0) 878-2128
Tallahassee, FL 32317	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security Insurance Company	24082
INSURED	INSURER B: West American Insurance Company	44393
Nabors, Giblin &	INSURER C: The Ohio Casualty Insurance Company	24074
Nickerson, P.A. P.O. Box 11008	INSURER D : Zenith Insurance Company	13269
Tallahassee, FL 32302	INSURER E :	
	INSURER F :	

		CLAIMS-MADE X OCCU	JR .	Х	х	BK\$58291554	1/28/2021	1/28/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
									MED EXP (Any one person)	\$	15,000
									PERSONAL & ADV INJURY	\$	
	GEN	'L AGGREGATE LIMIT AP <u>PLIE</u> S PEI	R:						GENERAL AGGREGATE	\$	2,000,000
	L	POLICY PRO- X LOC	С						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							EMPLOYEE BEN AG	\$	2,000,000
В	AU1	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO		Х	Х	BAW58291554	1/28/2021	1/28/2022	BODILY INJURY (Per person)	\$	
		OWNED SCHEDUL AUTOS	.ED						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWN AUTOS OF	ᄹ						PROPERTY DAMAGE (Per accident)	\$	
			_							\$.	
С	X	UMBRELLA LIAB X OCCU	JR						EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIM	IS-MADE	X	X	USO58291554	1/28/2021	1/28/2022	AGGREGATE	\$	
		DED X RETENTION\$ 1	10,000						Aggregate	\$	5,000,000
D	WOF	KERS COMPENSATION							X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	E Y/N		X	Z830151632	1/28/2021	1/28/2022	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	CER/MEMBER EXCLUDED?		N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

CONTRACT#: C02-0737-WS NABORS, GIBLIN & NICKERSON SRF ATER PROJECT BOND DISCLOISRE COUNSEL EXPIRES: INDEFINITE

CERTIFICATE HOLDER	CANCEL
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Okaloosa County Board of County Commissioners 5479-A Old Bethel Road Crestylew, FL 32536	AUTHORIZED REPRESENTATIVE  A.R. TIYL  A.



DATE (MM/DD/YYYY) 1/28/2020

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.

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ť	his certificate does not confer rights to	the	cert	ificate holder in lieu of su	ch end	orsement(s).	oncies may	require an endo	7130111011		atement on
	DDUCER				CONTACT NAME:						
Earl Bacon Agency, Inc. Post Office Box 12039					PHONE (A/C, No	, Ext): (850) 8	78-2121		FAX (A/C, No): (	850) 8	878-2128
	lahassee, FL 32317				E-MAIL ADDRES	SS:					
						INS	URER(S) AFFOR	IDING COVERAGE			NAIC#
				**************************************	INSURE	RA: Ohio Se	curity Insu	ırance Compar	ny		24082
INS	URED				INSURE	яв:West Ar	<u>nerican ins</u>	surance Comp	any		44393
	Nabors, Giblin & Nickerson, P.A.				INSURE	R c : Ohio Ca	sualty Insu	urance Compa	ny		24074
	P.O. Box 11008				INSURE	RD: Zenith I	nsurance C	Company			13269
	Taliahassee, FL 32302				INSURE	RE:		<u></u>			
L					INSURE	RF;					
				NUMBER:				REVISION NUM			
{!	I'HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	REM TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORM	N OF A DED BY	NY CONTRAC THE POLICI REDUCED BY I	CT OR OTHER ES DESCRIB PAID CLAIMS:	OCUMENT WIT	H RESPE	CT TO	WHICH THIS
INSF	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
A								EACH OCCURRENC	E	\$	1,000,000
	CLAIMS-MADE X OCCUR	Х	х	BKS58291554		1/28/2020	1/28/2021	DAMAGE TO RENTE PREMISES (Ea occu	D rrence)	\$	1,000,000
								MED EXP (Any one of	1	\$	15,000
								PERSONAL & ADV II	NJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	ATE	\$	2,000,000
	POLICY PRO- X LOC							PRODUCTS - COMP		\$	2,000,000
	OTHER:							EMPLOYEE BE		\$	2,000,000
В	AUTOMOBILE LIABILITY					İ		COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000
	ANY AUTO	Х	X	BAW58291554	1/28/2020	3/2020 1/28/2021	BODILY INJURY (Pe	r person)	\$		
	OWNED SCHEDULED AUTOS						Ļ	BODILY INJURY (Pe	r accident)	\$	
	X AUTOS ONLY X AUTOS WATER							PROPERTY DAMAG (Per accident)	£	S	
L <u>.</u> .			<u> </u>							S	# AAA AAA
С	J. Gillishellar das			11000004004			1/00/0001	EACH OCCURRENC	E	S	5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	USO58291554		1/28/2020	1/28/2021	AGGREGATE		\$	E 000 000
<u> </u>	DED X RETENTION \$ 10,000		ļ					Aggregate	! OTH-	\$	5,000,000
D	AND EMPLOYERS' LIABILITY			Z830151632		1/28/2020	1/28/2021	X PER STATUTE	OTH- ER.		1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		2030151032		1/20/2020	1/20/2021	E.L. EACH ACCIDEN		S .	1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA E			1,000,000
<u> </u>	If yes, describe under DESCRIPTION OF OPERATIONS below		<del>       </del>					E.L. DISEASE - PQLI	ICY LIMIT	\$	1,000,000
<u> </u>	TOTAL OF STREET, SANS II SOLTING (I TIME)	L		Add Additional December Cohed							
DE	CONTRACT#: C02-0737-WS NABORS, GIBLIN & NICKERSON, P.A SRF WATER PROJECT BOND DISCLOSURE COUNSEL								\ .OSURE		
CF	RTIFICATE HOLDER			<del>-</del>	CANO	EXPII	RES: INC	EFINITE			
					SHO THE ACC	ULD ANY OF T	I DATE TH	ESCRIBED POLICI EREOF, NOTICE LY PROVISIONS.			
	Okaloosa County 5479-A Old Bethel Road Crestview, FL 32536				8	. R. 7/y	- 2		<u>,                                      </u>		



**CRYSTAL** 



DATE (MM/DD/YYYY) 1/30/2019

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.

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th	SUBROGATION IS WAIVED, subject is certificate does not confer rights to				ch enc	lorsement(s)		require an endorsemen	t. AS	tatement on
	DUCER				CONTA NAME: PHONE			FAX		
	Bacon Agency, Inc. t Office Box 12039				(A/C, No	o, Ext): (630) 6	378-2121	(A/C, No):	(850)	878-2128
Tall	ahassee, FL 32317				E-MAIL ADDRE	SS:				
						INS	URER(S) AFFOI	RDING COVERAGE		NAIC #
					INSURE	RA: West A	merican Ins	surance Company		44393
INSU	JRED				INSURE	R в : America	an States II	nsurance Company		19704
	Nabors, Giblin &				INSURE	R C : Ohio Ca	asualty Ins	urance Company		24074
	Nickerson, P.A. P.O. Box 11008				INSURE	R D : Zenith I	nsurance (	Company		13269
	Tallahassee, FL 32302				INSURE	RE:				
					INSURE	RF:				
СО	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	REME TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORI	N OF A	NY CONTRAC	CT OR OTHER	R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR			SUBR WVD		<b>D</b>	POLICY EFF (MM/DD/YYYY)			<u> </u>	
LTR A	X COMMERCIAL GENERAL LIABILITY	INSD	WVD	TOLIOT NOMBLIX		(MM/DD/YYYY)	(MIM/DD/YYYY)			1,000,000
	CLAIMS-MADE X OCCUR	X		BKW58291554		1/28/2019	1/28/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	15,000
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT X LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							EMPLOYEE BEN AG	\$	2,000,000
В	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO			BKW58291554		1/28/2019	1/28/2020	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
С	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE			USO58291554		1/28/2019	1/28/2020	AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 10,000								\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-ER		
		NI / A		Z830151631		1/28/2019	1/28/2020	E.L. EACH ACCIDENT	\$	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL tract #C02-0737-WS	LES (A	ACORE	0 101, Additional Remarks Schedu	le, may b	e attached if mor	e space is requii	red)		
					0.555					
CE	Okologoa County				SHO THE ACO	EXPIRATION CORDANCE WI	N DATE TH TH THE POLIC  NTATIVE	ESCRIBED POLICIES BE CA IEREOF, NOTICE WILL I CY PROVISIONS.		
	Okaloosa County				1	0-1				

ACORD 25 (2016/03)

5479-A Old Bethel Road Crestview, FL 32536

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DATE(MM/DD/YYYY) 10/29/2019

CERTIFICATE OF LIAB		THE THE PER THIS							
THIS CERTIFICATE IS IBSUED 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.									
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the terms and conditions of the policy, certain policies may require an ellocreente certificate holder in fleu of such endorsement(s).									
PRODUCER	CONTACT NAME:	5556 FAX. No): (407)	774-7820						
KOUWENHOVEN & ASSOC	PHONE (407) 774- LAC NO. Ext. (407) 774- E-MAIL AODRESS: Maryanne@ko		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
365 Wekiva Springs Rd #251 Longwood, FL 32779	management of	TOPING CONFRAGE	NAIC#						
Hotighood, 22 52:	weiges A. Underwriter	s at Lloyd's of London	AA1128623						
INSURED Nabors, Giblin & Nickerson, P.A.	INSURER 8: QBE Insur	ance Corporation	39217						
2502 N. Rocky Point Dr., Suite 106	INSURER C:								
Tampa, FL 33607	INSURER D:								
	INSURER F :								
COVERAGES CERTIFICATE NUMBER:		REVISION NUMBER:							
COVERAGES  CERTIFICATE NUMBER.  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CONTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BE	D BY THE POLICIES DESCRIENT REDUCED BY PAID CLAIMS	BED HEREIN IS SUBJECT TO ALL THE.	Y PERIOD CH THIS IE TERMS,						
INSR TYPE OF INSURANCE INSR WVD POLICY NUMBER	POLICY EFF POLICY	YYY) LIMBIO	000 000						
GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY		EACH OCCURRENCE \$ 5 DAMAGE TO RENTED PREMISES (Ea occurrence) \$	,000,000						
		MED EXP (Any one person) \$							
A X Lawyers Prof Liab B0146LDUSA190	4839 11/1/2019 11/1/2	PERSONAL & ADVINJURY S  GENERAL AGGREGATE S 5	,000,000						
(Primary)		PRODUCTS - COMP/OP AGG 5							
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO: LOC		\$							
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT (Ea accident) S							
ANYAUTO		BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$							
ALL OWNED SCHEOULED AUTOS NON-OWNED		PROPERTY DAMAGE S							
HIRED AUTOS AUTOS		(Per accident)							
UMBRELLA LIAB OCCUR 100010350	11/1/2019 11/1/2		,000,000						
B X EXCESS LIAB X CLAIMS-MADE	11/1/2010	AGGREGATE 5 -	,000,000						
DED RETENTIONS		WCSTATU- IOTH- TORYLIMITS ER							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY AND EMPLOYERS' LIABILITY		TORYLIMITS ER							
ANY PROPRIETORIPARTNER/EXECUTIVE OFFICERAMEMBER EXCLUDED?		E.L. DISEASE - EA EMPLOYEES							
(Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - POLICY LIMIT \$							
DÉSCRIPTION OF OPERATIONS below									
	The state of the s								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Rama	re Schednie' it wote sbece is redniced)	•							
Retroactive Date: None (Full Prior Acts) Deductible: \$75,000 Per Claim									
Other Locations:									
l	FL 32308	201							
1500 Mahan Drive, Suite 200, Tallandsoc, 110 East Broward Blvd., Suite 1700, Ft. Le	uderdale, FL 33	, v 1							
CERTIFICATE HOLDER	CANCELLATION								
Okaloosa County	THE EXPLOATION DAT	BOVE DESCRIBED POLICIES BE CAN TE THEREOF, NOTICE WILL BE	CELLED BEFORE DELIVERED IN						
5479-B Old Bethel Road Crestview, FL 32536	ACCORDANCE WITH THE	E POLICY PROVISIONS.							
	AUTHORIZED REPRESENTATION	we around							
CONTRACT#: C02-0737-WS	mary Liv	~ 1711WAY	te received						
NABORS, GIBLIN & NICKERSON	<del>-</del>	10 ACORD CORPORATION. All righ	lə igselyed.						
AC DISCLOSURE COUNSEL	SRF WATER PROJECT BOND  are registered marks of ACORD  DISCLOSURE COUNSEL								

EXPIRES: INDEFINITE

JULIE

2,000,000

1,000,000

1,000,000

DATE (MM/DD/YYYY)

## CERTIFICATE OF LIABILITY INSURANCE

01/12/2018

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.

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Tallahassee, FL 32317	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#_
	INSURER A: West American Insurance Company	44393
INSURED	INSURER B : American States Insurance Company	19704
Nabors, Giblin &	INSURER C: Ohio Casualty Insurance Company	24074
Nickerson, P.A. P.O. Box 11008	INSURER D : Zenith Insurance Company	13269
Tallahassee, FL 32302	INSURER E:	
	INSURER F:	

<u>. U</u>	VERAGES CERT	IFICATI	E NUMBER:			KENISION MUNICH:		
IN C	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DESCRIBED 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.							
ISR TR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
A	X COMMERCIAL GENERAL LIABILITY				,	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	x	BKW1958291554	01/28/2018	01/28/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	ş	1,000,000
		İ				MED EXP (Any one person)	\$	15,000
						PERSONAL & ADV INJURY	<u>\$</u>	
	OFNIL ACCRECATE LIMIT APPLIES DED					GENERAL AGGREGATE		2,000,000

EMPLOYEE BEN AG 2,000,000 COMBINED SINGLE LIMIT (Ea accident) 1,000,000 В AUTOMOBILE LIABILITY 01/28/2018 01/28/2019 ANY AUTO BKW1958291554 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) Х HIRED AUTOS ONLY NON-QWNED AUTOS ONLY 5,000,000 CX X | OCCUR UMBRELLA LIAB EACH OCCURRENCE USO1958291554 01/28/2018 | 01/28/2019 EXCESS LIAB **CLAIMS-MADE** AGGREGATE 10,000 Aggregate 5,000,000 DED X RETENTION \$ X PER STATUTE OTH-ER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 01/28/2018 01/28/2019 Z830151630 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Forms Attached: CG 76 35 02 07

X Loc

C14-2166-BCC CO2. 0137-WS C10-1802-ATT

CERTIFICATE HOLDER	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.
Okaloosa County 602-C North Pearl Street  Crestview, FL 32536	AUTHORIZED REPRESENTATIVE  A.R. NyL. D.

**ACORD** 

POLICY

If yes, describe under DESCRIPTION OF OPERATIONS below

PRODUCTS - COMP/OF AGG

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT

## X

## THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

# ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

- 4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
  - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
    - (1) The ownership, maintenance or use of that part of premises you own, rent.

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
  - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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- (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
- (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily iniury". "property damage". "personal and advertising injury" arising out of operations performed for the state or municipality.

- c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement 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 by or for you, including:
  - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (2) Supervisory, inspection or engineering services.
- d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

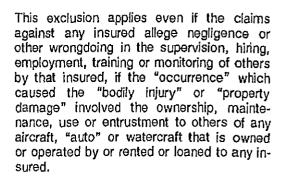
A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

## NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".



This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

## TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion I. of Coverage A, Section I is replaced by the following:

## J. Damage To Property

"Froperty damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or



any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

#### WHO IS AN INSURED - MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

# SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

# EMPLOYEES AS INSUREDS - HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

# EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

 a. Coverage under this provision is afforded only until the end of the policy period.

## **EXTENDED "PROPERTY DAMAGE"**

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **EXTENDED DEFINITION OF BODILY INJURY**

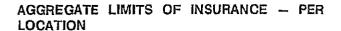
Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

 "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

## TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COM-MERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.



For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

#### INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

## KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

# UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.





DATE (MM/DD/YYYY) 01/06/2017

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).

3131 Lonn P.O. Box 1	n Agency, Inc bladh Road 2039 se, FL 32317	CONTACT John R. Nylen, Jr.  PHONE (A/C, No, Ext): 850-878-2121  E-MAIL ADDRESS: jnylen@earlbacon.com	850-878-2128
John R. Nylen, Jr.		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Zenith Insurance Co	13269
INSURED	Nabors, Giblin &	INSURER B: American States Insurance Co	19704
	Nickerson, P.A. P.O. Box 11008	INSURER C:	
	Tallahassee, FL 32302	INSURER D:	
	,	INSURER E:	
		INSURER F :	

**COVERAGES CERTIFICATE NUMBER: 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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
В	X COMMERCIAL GENERAL LIABILITY			7.788000		· · · · · · · · · · · · · · · · · · ·	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Х		01Cl3265938	01/28/2017	01/28/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
							MED EXP (Any one person)	\$	10,000
	X Aggregate p/Locat						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
İ	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						Emp Ben.	\$	1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	ANY AUTO			01Cl3265938	01/28/2017	01/28/2018	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS	ĺ					BODILY INJURY (Per accident)	\$	
1	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
<u></u>								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
В	EXCESS LIAB CLAIMS-MADE	ł		01SU41768180	01/28/2017	01/28/2018	AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 10,000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	}	Z830151629	01/28/2017	01/28/2018	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)				1		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below			TWALL			E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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							- W.		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, ranks and remarks schedule, ranks and remarks schedule, ranks and remarks are remarks as the control of the con

Forms Attached: CG 76 35 02 07

Contract # C02-0737-WS **NABORS, GIBLIN & NICKERSON** SRF WATER PROJECT BOND DISCLOSURE COUSEL **EXPIRES: INDEFINITE** 

CERTIFICATE HOLDER		CANCELLATION
Okaloosa County 602-C North Pearl Street	OKCOCR2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Crestview, FL 32536		AUTHORIZED REPRESENTATIVE  AUR MYL J



DATE(MM/DD/YYYY) 10/31/2017

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER PHONE (A/C, No, Ext): (407) 774-5556 KOUWENHOVEN & ASSOC FAX (A/C, No): (407) 774-7820 365 Wekiva Springs Rd #251 ADDRESS:maryanne@kouwen.com Longwood, FL 32779 INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's of London AA1128623 INSURER B StarStone Specialty Insurance Co. INSURED Nabors, Giblin & Nickerson, P.A. 44776 2502 Rocky Point Dr., Suite 1060 INSURER C: Tampa, FL 33607 INSURER D: INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: 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. ADEL GUBR NSR LTR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER GENERAL LIABILITY EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY \$ X CLAIMS-MADE OCCUR MED EXP (Any one person) B0146LDUSA1704839 11/1/17 11/1/18 PERSONAL & ADV INJURY X Lawyers Prof Liab \$ s 5,000,000 (Primary) GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG | \$ POLICY \$ OMBINED SINGLE LIMIT AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANYAUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS UMBRELLA LIAB s 3,000,000 EACH OCCURRENCE OCCUR 11/1/1711/1/18 05337E172APL EXCESS LIAB X X \$ 3,000,000 R CLAIMS-MADE AGGREGATE \$ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? N/A E.L. DISEASE - EA EMPLOYEE'S (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Retroactive Date: None (Full Prior Acts) \$75,000 Per Claim Deductible: Other Locations:

Crestview, FL

CERTIFICATE HOLDER

1500 Mahan Drive, Suite 200, Tallahassee, FL 32308

110 East Broward Blvd., Suite 1700, Ft. Lauderdale, FL 33301

 Okaloosa County
Attn: Kay Godwin, Deputy County
Administrator
302 N. Wilson Street, Suite 300
Crestview, FL 32536

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

CANCELLATION

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NABOR-1

OP ID: GS

# ACORD'

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2015

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

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

PRODUCER Earl Bacon Agency, Inc 3131 Lonnbladh Road P.O. Box 12039 Tallahassee, FL 32317 John R. Nylen, Jr.		Phone: 850-878-2121				
		Fax: 850-878-2128	PHONE         FAX           (A/C, No, Ext):         (A/C, No):			
			E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE		NAIC#		
			INSURER A: Zenith Insurance Co	13269		
INSURED	Nabors, Giblin &		INSURER B : American States Insurance Co	19704		
	Nickerson, P.A. P.O. Box 11008		INSURER C: TheTravelers Indemnity Company	25658		
	Tallahassee, FL 32302		INSURER D :			
·			INSURER E :			
			INSURER F:			

COVERAGES

CERTIFICATE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
В	X COMMERCIAL GENERAL LIABILITY	Х		01Cl3265936	01/28/2015	01/28/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO-						COMOUNTS ON OUT THE	\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
С	ANY AUTO ALL OWNED SCHEDULED			BA446L476109SEL	01/28/2009	01/28/2010	BODILY INJURY (Per person)	\$	
	AUTOS AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
В	EXCESS LIAB CLAIMS-MADE			01SU41768160	01/28/2015	01/28/2016	AGGREGATE	\$	5,000,000
	DED X RETENTION \$ 10,000			·				\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N						X WC STATU- TORY LIMITS OTH- ER		
Α	LANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		Z830151627	01/28/2015	01/28/2016	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			<u></u>			E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

Forms Attached: CG 76 35 02 07

CERTIFICATE HOLDER	CANCELLATION	
Okaloosa County 602-C North Pearl Street	OKCOCR2  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELI ACCORDANCE WITH THE POLICY PROVISIONS.	
Crestview, FL 32536	AUTHORIZED REPRESENTATIVE  AUR MYL J	

# NABORS, GIBLIN & NICKERSON, P.A. ATTORNEYS AT LAW

SUITE 200 1500 MAHAN DRIVE TALLAHASSEE, FLORIDA 32308

THE POINTE, SUITE 1060
2402 ROCKY POINT DRIVE
TAMPA, FLORIDA 33607
(813) 251-2422
TELECOPY (513) 281-0129

TELEPHONE (850) 224-4070 TELECOPY (850) 224-4073

CNL CENTER, SUITE 510
450 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 12401
(407) 426-7535
TELECOPY (407) 426-8082

April 5, 2002

CONTRACT: SRF WTR PROJECT BOND DISCLOSURE COUNSEL CONTRACT NO.: C02-0737-WSI-112 NABORS, GIBLIN & NICKERSON EXPIRES: INDEFINITE

Okaloosa County, Florida c/o Mr. Chris Holley, County Manager 1804 Lewis Turner Boulevard, Suite 400 Ft. Walton Beach, Florida 32547

Re: Fee Proposal for Bond and Disclosure Counsel Services for Water and Sewer Utility Financing by Okaloosa

County, Florida

Dear Mr. Holley:

We understand that Okaloosa County is beginning to develop a water and sewer utility capital improvement program which may require services of bond counsel and disclosure counsel. While the program is only preliminary, we understand that under consideration is a new north-south water transmission line, at an estimated cost of \$23 million, a new wastewater plant, at an estimated cost of \$44 million, and various smaller projects. Under consideration is a series of annual State Revolving Fund loans for the water transmission plant, which would require temporary public financing before and during construction.

This letter constitutes a fee proposal for bond counsel and disclosure counsel services in connection with some of these projects.

Our services will include consultation at all times with the County Commission, its staff, its counsel, its consulting engineers, financial advisor, and underwriter, if one is selected for a negotiated sale of bonds or notes. Our services will be as follows:

1. Preliminary advice as to legal authority for financing alternatives being considered, assistance in imposing or revising any fees or contracts used to secure the financing, and compliance with the County's existing bond and loan covenants or other documents applicable to the financing and with applicable tax laws respecting tax-exempt obligations.

Okaloosa County, Florida c/o Mr. Chris Holley April 5, 2002 Page 2

- 2. Preparation of all resolutions, ordinances, trust indentures, loan agreements, leases, interlocal agreements, defeasance escrow agreements and other basic documents which may be required, and review of any loan or other agreements related to the program.
- 3. If bonds or notes are validated, which may not be required, preparation of validation pleadings and advise and consultation with the County and its attorney with respect to conducting the hearing, presentation of evidence, legal issues involved and research required with respect to Florida Circuit Court bond validation proceedings.
- 4. Preparation of official statement or other offering materials used to market any obligations and participation in meetings, conferences and calls to develop those materials, and rendering a "due diligence" opinion to the County relating thereto.
- 5. Assistance in the process of obtaining ratings and/or bond insurance or other credit enhancement.
- 6. Review for County of negotiated underwriting bond purchase contract, or preparation of bid documents for competitive sale.
  - 7. Preparation of all necessary closing certificates and information reports.
- 8. Delivery of opinions with respect to the validity of the obligations under Florida law and the exclusion of interest thereon from gross income for federal income tax purposes, subject to certain standard exceptions or as may otherwise be required by the form of the transaction.
- 9. Attendance at the closing to facilitate execution of all closing documentation and, as necessary, attendance at all planning sessions, document drafting and negotiating sessions and meetings of the Board of County Commissioners.

We are also qualified to perform, and will do so on request as needed, other services not usually required, such as appeal of bond validation proceedings, obtaining a ruling from the Internal Revenue Service with respect to income taxation, or obtaining a no-action letter from or registration of the obligations with the Securities and Exchange Commission. Ordinarily, our fee quotations do not include such extraordinary services unless a need for them is foreseen at the outset. At this time we are not aware of any need for this type of service.

Okaloosa County, Florida c/o Mr. Chris Holley April 5, 2002 Page 3

It appears the County may need interim financing for the water transmission line. This may include issuance of fixed-rate bond anticipation notes, obtaining a bank loan, and issuance of variable rate bonds or notes, backed by a bank letter of credit or other credit enhancement. This debt may or may not be retired from SRF loans as they are obtained, as we understand the financial possibilities.

These various alternatives require different levels of service, qualitatively and quantitatively, and therefor, we suggest fees as follows:

- (1) private placement bank loan \$20,000 for bond counsel services. No disclosure counsel services would be needed.
- (2) fixed-rate bond anticipation notes \$13,000 for bond counsel services and \$10,000 for disclosure counsel services, assuming the notes are sold publicly, requiring an official statement for investors.
- (3) variable rate notes or bonds \$20,000 for bond counsel services and \$17,000 for disclosure counsel services.

This fee would be payable at the time of closing of the bond or note issue. If no bonds are issued, we will not bill for time spent to the date the project is financed without need for a bond or note issue, or is otherwise terminated.

At the time of billing, we will separately itemize out-of-pocket expenses for reimbursement, as we have done in the past. These expenses include travel, telephone, postage and delivery, and fax and copying charges. We estimate these costs at \$3,000 or less.

If you have any questions or comments please do not hesitate to call. We want to be responsive to the County's needs, which appear to be somewhat preliminary at this time.

JABORS, GIBYIN & NICKERSON, P.A.

Mark T. Mustian

NABOR-1 OP ID: GS

DATE (MM/DD/YYYY) 01/13/2015

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/ice) must be endered. If SURDOCATION IS WANTED

th	ne terms and conditions of the policy ertificate holder in lieu of such endor	, cer	ain I	policies may require an ei	ndorse	ement. A sta	e endorsed. tement on th	is certificate does not	confe	r rights to the
PRODUCER Phone: 850-878-2121 Earl Bacon Agency, Inc Fax: 850-878-2128				CONTA NAME:	CT					
				Fax: 850-878-2128	PHONE FAX (A/C, No, Ext): (A/C, No):					
	. Box 12039 ahassee, FL 32317				E-MAIL ADDRE					
	n R. Nylen, Jr.					INS	SURER(S) AFFOR	RDING COVERAGE		NAIC#
					INSUR	RA: Zenith	Insurance (	Co		13269
INSU	riasoro, orsini a				INSUR	R B : Americ	an States I	nsurance Co		19704
	Nickerson, P.A. P.O. Box 11008				INSURER C: TheTravelers Indemnity Company				25658	
	Tallahassee, FL 32302				INSURER D:					
	12				INSURER E :					
					INSURE	RF:				
_				E NUMBER:				REVISION NUMBER:		
CI EX	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT	REME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF AN ED BY	Y CONTRACT THE POLICIE	OR OTHER I	DOCUMENT WITH RESP D HEREIN IS SUBJECT	FCT T	O WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBF			POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIN	MITS	
	GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
В	X COMMERCIAL GENERAL LIABILITY	Х		01Cl3265936		01/28/2015	01/28/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2.000.000

LIK		INSK V	VD FOLICT NUMBER	(IVIIVI/DD/YYYY)	(MM/DD/YYYY)	LIMIT	3	
177-18	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
В	X COMMERCIAL GENERAL LIABILITY	X	01Cl3265936	01/28/2015	01/28/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
6						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- JECT LOC						\$	
	AUTOMOBILE LIABILITY				3	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
С	ANY AUTO		BA446L476109SEL	01/28/2009	01/28/2010	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
Legal B	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	5,000,000
В	EXCESS LIAB CLAIMS-MADE		01SU41768160	01/28/2015	01/28/2016	AGGREGATE	\$	5,000,000
	DED X RETENTION\$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					X WC STATU- TORY LIMITS OTH- ER		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	Z830151627	01/28/2015	01/28/2016	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Forms Attached: CG 76 35 02 07

CER	TIF	ICAT	EHO	LDER

OKCOCR2

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Okaloosa County** 602-C North Pearl Street Crestview, FL 32536

AUTHORIZED REPRESENTATIVE

CANCELLATION

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

# ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

- 4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
  - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
    - The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
  - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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- (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
- (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

- c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement 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 by or for you, including:
  - The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (2) Supervisory, inspection or engineering services.
- d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

# NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion **g**. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodliy injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment",
- (6) An aircraft you do not own provided it is not operated by any insured.

#### TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

## j. Damage To Property

"Property damage" to:

Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III—Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6, of LIMITS OF INSURANCE (Section III) is replaced by the following:

6. Subject to 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, white rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

## WHO IS AN INSURED - MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

# SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

b. Up to \$3,000 for cost of ball bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## EMPLOYEES AS INSUREDS -- HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

# EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

a. Coverage under this provision is afforded only until the end of the policy period.

## **EXTENDED "PROPERTY DAMAGE"**

Exclusion a. of COVERAGE A (Section i) is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

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## **EXTENDED DEFINITION OF BODILY INJURY**

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

#### TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COM-MERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

# AGGREGATE LIMITS OF INSURANCE - PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

#### INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

## KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties in The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

## UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6, Representations of COMMERCIAL GENERAL LIABILITY CONDI-TIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

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