

This is **EXHIBIT G**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2013

## Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

#### 1. By Engineer:

a.	Workers' Compensation:	Statutory
b.	General Liability:	
	General Aggregate:	\$2,000,000
	Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
c.	Excess Umbrella Liability:	
	Each Occurrence:	\$1,000,000
d.	Automobile Liability	
	Combined Single Limit	\$1,000,000
e.	Professional Liability (Aggregate)	\$1,000,000

Additional Insureds. The following persons or entities are to be listed as additional insureds on Engineer's policies of insurance under b, c & d above:

City of Gillette, Wyoming

Under Professional Liability Insurance, the Engineer is insured for claims arising out of the performance of professional services caused by the negligent acts, errors or omissions of the Engineer. Under the terms of the Engineer's Professional Liability Insurance, no parties other than the Engineer are eligible to be insured. Because of this, no party is allowed to be listed as an "additional insured" on the Engineer's Professional Liability Insurance.

2. By Owner:

a. Workers' Compensation, General Liability, Auto Liability, Property Damage Liability: Coverage is in accordance with the Wyoming Association of Risk Management (WARM) as governed by Wyoming Government Claims Act as evidenced by attached Certificate of Liability Coverage and letter.

b. Other \$5,000,000

~~Additional Insureds. Engineer and Engineer's Consultants identified in the Project shall be listed on Owner's policies of insurance as additional insureds as provided in paragraph 6.04.B. The following persons or entities are to be listed on Owner's policies of insurance as additional insureds:~~

B. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverage indicated.

C. Owner agrees to include in construction contracts resulting from design services under this Agreement, provisions for satisfactory protection to the Owner and Engineer during the construction phase of the project. This shall be accomplished by requiring the following in the Construction Contract Documents:

1. Contractor's insurance company shall provide a letter to each insured and additional insured that the Contractor has provided the insurance coverage required by the contract documents.
2. Contractor's Liability Insurance shall include as additional insureds the Owner, Engineer and Engineer's Consultants, including coverage for the respective directors, officers, employees and agents of all such additional insureds.
3. Contractor shall purchase a separate OWNER's and CONTRACTOR's PROTECTIVE POLICY insuring the Owner and naming the Engineer and the Engineer's consultants as additional insureds. The minimum amount of this coverage shall be \$1,000,000 each occurrence and \$2,000,000 Aggregate.
4. Property Insurance shall be purchased by the Contractor, with the Owner, Subcontractors, Engineer and Engineer's Consultants named as insureds or additional insureds.
5. The Contractor furnished policies shall be primary and not contributing to any other insurance of the Owner or Engineer.



## CERTIFICATE OF LIABILITY COVERAGE

The Wyoming Association of Risk Management (WARM), a joint-powers liability pool, provides comprehensive general liability and automobile liability coverage to the City of Gillette, Wyoming, subject to the following limitations:

- \$250,000 per claimant as listed in W.S. 1-39-118.
- \$500,000 per occurrence as listed in W.S. 1-39-118.
- \$10,000,000 per claim for claims brought solely under Federal Law as provided in W.S. 1-39-118(b)(ii).
- \$10,000,000 per claim for all other claims not brought under the Wyoming Governmental Claims Act.
- The City of Gillette and WARM preserve all immunities under Wyoming law.
- The terms and conditions of the WARM coverage document also restrict coverage.
- The coverage period is July 1, 2013 through July 1, 2014.

Certified:

Joseph Constantino  
Executive Director





## WYOMING ASSOCIATION OF RISK MANAGEMENT

#0066477, Cheyenne, WY 82003 Tel:307.433.9400 Fax:307.433.9413

July 12, 2013

Steven L. Peterson, P.E.  
Manager of Utility Engineering  
City of Gillette  
611 N. Exchange Avenue  
Gillette, WY 82717

Re: Self Insurance Letter

Dear Mr. Peterson:

The City of Gillette is a member of the Wyoming Association of Risk Management ("WARM"). WARM is a self-funded liability pool that provides risk financing and claims administration services to its members. WARM is not an insurance company.

WARM is governed by the Wyoming Governmental Claims Act which limits liability to \$250,000 per claimant and \$500,000 per occurrence for governmental entities. Therefore, these are the general limits provided by WARM. I have enclosed a copy of Gillette's 2013-2014 Liability Certificate for reference.

In addition, WARM may extend coverage only to its members; therefore, we are unable to provide a certificate of insurance that names non-members as an additional insured.

Please contact me with any additional questions you may have.

Sincerely,

Carrie Krause  
Assistant Director

Enclosure (1)

cc: Pam Boger, City of Gillette