

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor: **A-Action Janitorial Service, Inc.**

Contract No. **17ITB109620C-BKJ, Janitorial Services for Selected Fulton County Facilities (Groups C, D & G)**

Address: **6607 Tribble Street**
City, State **Lithonia, GA 30058**

Telephone: **(678) 526-7421**

E-mail: **Barbara@aactioninc.com**

Contact: **Barbara Storey**
CEO/President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **A-Action Janitorial Service, Inc.** to provide/perform Janitorial Services for Selected Fulton County Facilities (Groups C, D & G), dated January 1, 2018, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional two (2) month period from January 1, 2021 through February 28, 2021, to continue to provide without disruption janitorial services for Groups C, D & G for Fulton County; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **November 18, 2020, BOC Item 20-0871(B)**.

NOW, THEREFORE, the County and the Contractor agree as follows:

This Extension No. 1 to Form of Contract is effective as of the 1st day of January, 2021, between the County and **A-Action Janitorial Service, Inc.**, who agree that all Services specified will be performed by in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional two (2) months period, with the contract ending as of 28th day of February, 2021.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed **\$36,933.00** (Thirty Six Thousand and Nine Hundred and Thirty Three Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONSULTANT: A-Action Janitorial Services, Inc.

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Please select Attest or Notary from checkbox

Attest

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Interim Clerk to the Commissioners

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Patrick O'Connor

B70F9A04E00E4BC...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

E45C5C5E17EB417...

Joseph Davis

Director

Real Estate and Asset Management

Please select RCS or RM from the checkbox

X

RCS

RM

DocuSigned by:

Fredericka Ross

25C0B0B4D900475...

Full Name

CEO

X Fredericka Ross

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Fredericka M Ross

Notary Public

Rockdale County

County: _____

28 March 2021

Commission Expires: _____

(Affix Notary Seal)

DS



ITEM#: 2021-0132B RCS: 2/17/2021
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/04/2021

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.

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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER McGriff Insurance Services 216 South Broad Street Monroe, GA 30655 770 267-4545 | CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 770 267-4545 FAX (A/C, No): 8663172202 E-MAIL ADDRESS: certificatesga@mcgriff.com <table border="1"> <tr> <th data-bbox="803 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1575 451">NAIC #</th> </tr> <tr> <td data-bbox="803 451 1437 483">INSURER A : Union Insurance Company</td> <td data-bbox="1437 451 1575 483">25844</td> </tr> <tr> <td data-bbox="803 483 1437 514">INSURER B : Technology Insurance Company</td> <td data-bbox="1437 483 1575 514">42376</td> </tr> <tr> <td data-bbox="803 514 1437 546">INSURER C :</td> <td data-bbox="1437 514 1575 546"></td> </tr> <tr> <td data-bbox="803 546 1437 577">INSURER D :</td> <td data-bbox="1437 546 1575 577"></td> </tr> <tr> <td data-bbox="803 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1575 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1575 638"></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Union Insurance Company | 25844 | INSURER B : Technology Insurance Company | 42376 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
|---|---|-------------------------------|--------|--|--------------|---|--------------|--------------------|--|--------------------|--|--------------------|--|--------------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Union Insurance Company | 25844 | | | | | | | | | | | | | | |
| INSURER B : Technology Insurance Company | 42376 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED A Action Janitorial Services Inc A-Action New York, LLC PO Box 1046 Lithonia, GA 30058 | | | | | | | | | | | | | | | |

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 LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CPA444259041 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CPA444259041 | 06/01/2020 | 06/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0 | | | CPA444259041 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | TWC3897929 | 09/10/2020 | 09/10/2021 | <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 |

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

See attached forms

CLCG0060 (09/16) - General Liability Contractor's Ultra Plus Endorsement - Georgia

CLCG2012 (09/16) - Additional Insured - Owners, Lessees or Contractors - Completed Operations Coverage -

Automatic Status When Required in Construction Agreement With You

CLCG0114 (09/16) - Primary and Noncontributory - Other Insurance Condition (Additional Insured)

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government
141 Pryor Street,
Atlanta, GA 30303

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

Melissa Padgett

DESCRIPTIONS (Continued from Page 1)

AICA59 (02/15) - Commercial Automobile Expansion Endorsement

WC000313 (04/84) - Waiver of Our Right to Recover From Others Endorsement

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Barbara Storey, Officer

Stanley Storey, Officer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY CONTRACTOR'S ULTRA PLUS
ENDORSEMENT - GEORGIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

| Provision No. | Name of Extension | Included or Limit of Insurance |
|----------------------|--|--|
| A. | Medical Payments | \$10,000 |
| B. | Legal Liability - Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Leakage From Automatic Fire Protection Systems) | \$500,000 |
| C. | Property Damage – Elevators | Included |
| D. | Non-Owned Watercraft (Increased to maximum length of less than 51 feet) | Included |
| E. | Coverage for Injury to Leased Workers | Included |
| F. | Supplementary Payments – Increased Limits 1. Bail Bonds 2. Loss of Earnings | \$3,000 \$1,000 |
| G. | Automatic Additional Insureds – Specified Relationships | Included |
| H. | Additional Insured - Owners, Lessees or Contractors - Automatic Status | Included |
| I. | Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage | Included |
| J. | Extended Property Damage | \$5,000 occurrence \$15,000 aggregate |
| K. | Limited Contractors Professional Liability | Included |
| L. | Per Project Aggregate Limit | \$10,000,000 |
| M. | Location Aggregate Limit | \$10,000,000 |
| N. | Knowledge Of Occurrence | Included |
| O. | Unintentional Omission Or Unintentional Error In Disclosure | Included |
| P. | Waiver Of Transfer Of Rights Of Recovery Against Others | Included |
| Q. | Incidental Medical Malpractice | Included |
| R. | Expected or Intended Injury or Damage | Included |
| S. | Joint Venture/Partnership/Limited Liability Company Coverage | Included |
| T. | Mobile Equipment Redefined | Included |
| U. | Liberalization Clause | Included |

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

A. MEDICAL PAYMENTS

If **SECTION I - COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit provided by this policy, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, shall be the greater of:
 - a. \$10,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

B. LEGAL LIABILITY - DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you under **Coverage A** is not otherwise excluded from this policy or coverage part, the following provisions applies:

1. Under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Subparagraph j.(6) of Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.
3. Paragraph 6. of **Section III - Limits Of Insurance** is deleted and replaced by the following:
 6. Subject to Paragraph 5. above, the greater of:

- a. \$500,000; or

- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph b.(1)(a)(ii) of Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
 - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;
5. Subparagraph a. of definition 9. "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in the Paragraph **D. Legal Liability - Damage To Premises Rented To You**:

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

C. PROPERTY DAMAGE - ELEVATORS

Under **SECTION I - COVERAGE A.2. Exclusions j. Damage To Property**:

Paragraphs (3), (4), and (6) of this exclusion do not apply to the use of elevators.

k. **Damage To Your Product** does not apply to the use of elevators.

D. NON-OWNED WATERCRAFT

1. Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A- Bodily Injury And Property Damage Liability**:

A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not used to carry persons or property for a charge.

E. COVERAGE FOR INJURY TO LEASED WORKERS

Under **SECTION I - COVERAGE A.2. Exclusions**,

With respect to **Exclusion 2.e. Employer's Liability**, the definition of "employee" in the **DEFINITIONS** Section is replaced by the following:

"Employee" does not include a "leased worker" or a "temporary worker".

F. SUPPLEMENTARY PAYMENTS

SECTION I -SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

1. The limit of insurance in paragraph **1.b.** for the cost of bail bonds is increased from \$250 to \$3,000; and
2. The limit of insurance in paragraph **1.d.** for loss of earnings because of time off from work is increased from \$250 to \$1,000.

G. AUTOMATIC ADDITIONAL INSURED - SPECIFIED RELATIONSHIPS

The following is added to Paragraph **2.** of **SECTION II - WHO IS AN INSURED**:

- e. Any person or organization described in paragraph **f.** below, whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

Such person or organization is an insured provided:

- (1) The written contract, written agreement or permit is:
 - (a) Currently in effect or becomes effective during the policy period; and
 - (b) Executed prior to an "occurrence" or offense to which this insurance would apply.
- (2) They are not specifically designated as an additional insured under any

other provision of, or endorsement added to, this policy.

- f. Only the following persons or organizations are additional insureds under this endorsement, and coverage provided to such additional insureds is limited as provided herein:

(1) Managers Or Lessors Of Premises

A manager or lessor of premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant of that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(2) Lessor of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

H. ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization to whom you are obligated by written contract or written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insured.

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

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

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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; or

(2) Supervisory, inspection, architectural or engineering activities.

- b. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended as follows:

The limits applicable to the additional insured are those specified in the written contract or agreement or the limits stated in the Declarations, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations. The

limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

I. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph 3. of **Section II - Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

a. Majority interest of more than 50% if you are a corporation;

b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

(ii) **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

(iii) **Section I - Coverage B - Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

(iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

(v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

(vi) Coverage only applies for those partnerships who have established a date of formation as

recorded within a written partnership agreement or partnership certificate.

J. EXTENDED PROPERTY DAMAGE

The following is added to **SECTION I - COVERAGE A**

1. For the purposes of this coverage section, Exclusions **j.(4)** and **(5)** are deleted in their entirety, and are replaced by the following:
 - (4)** We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to personal property of others while in the care, custody and control of the insured
 - (5)** That particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
2. The amount we will pay for damages is limited to \$5,000 per occurrence, \$15,000 policy aggregate.
3. The insurance provided by this endorsement does not apply to "property damage" included within the "products-completed operations hazard" or within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard".
4. A deductible of \$250 per claim is applicable to this coverage part. The deductible does not reduce the limit of insurance.

For purposes of the coverage provided by this endorsement the following definitions are added to **SECTION V - DEFINITIONS**:

- a. "Collapse hazard" includes structural property damage: and any resulting "property damage" to any property at any time.
- b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- c. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
- d. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the

ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

K. LIMITED CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I - COVERAGE A** and Paragraph **2. Exclusions** of **SECTION I - COVERAGE B**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph **3.** below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

L. PER PROJECT AGGREGATE LIMIT

1. Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to the insured. The most we will pay under this coverage extension is \$10,000,000 regardless of the number of separate construction projects.

If a construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting

parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

M. LOCATION AGGREGATE LIMIT

1. Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you. The most we will pay under this coverage extension is \$10,000,000 regardless of the number of separate locations.

2. Under **Section V - Definitions**, the following definition is added:

"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.

N. KNOWLEDGE OF OCCURRENCE

The following is added to paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. A report of an "occurrence", offense, claim or "suit" to:

- (1) You, if you are an individual,
- (2) A partner, if you are a partnership,
- (3) An executive officer or insurance manager, if you are a corporation, or
- (4) A manager, if you are a limited liability company;

is considered knowledge and requires you to notify us of the "occurrence", offense, claim, or "suit" as soon as practicable.

- f. We are considered on notice of an "occurrence", offense, claim or "suit" that is reported to your Workers' Compensation insurer for an event which later develops into an "occurrence", offense, claim or "suit" for which there is coverage under this policy. However, we will only be considered on notice if you notify us as soon as you know the claim should be addressed by this policy rather than your Workers' Compensation policy.

O. UNINTENTIONAL OMISSIONS OR UNINTENTIONAL ERROR IN DISCLOSURE

The following is added to paragraph 6. **Representations** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery are waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

Q. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow paragraph 4.b. of **Section IV-Commercial General Liability Conditions**.

R. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced entirely with the following:

a. Expected Or Intended Injury

"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.

S. JOINT VENTURE / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

1. The following is added to **Section II - Who Is An Insured**:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company.

However, this coverage does not apply:

- a. Prior to the termination or end date of any joint venture, partnership or limited liability company;
- b. To a joint venture, partnership or limited liability company which is, or ever was, insured under a "consolidated (wrap-up) insurance program" (also known as an owner-controlled insurance program, O.C.I.P.).

2. With respect to the coverage provided by this section **G. Joint Venture / Partnership / Limited Liability Company Coverage**, the last Paragraph of **Section II - Who Is An Insured** is replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the

conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

3. As used in this endorsement, "consolidated (wrap-up) insurance program" (also known as an owner-controlled insurance program, O.C.I.P.) means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction, erection or demolition project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, sometimes referred to as an a Contractor Controlled Insurance Program (C.C.I.P.)

T. MOBILE EQUIPMENT REDEFINED

Sub-paragraph **f.(1)** of definition **12. "mobile equipment"** of **Section V - Definitions** is entirely replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

U. LIBERALIZATION CLAUSE

The following is added to **Section IV- Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS COVERAGE - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is An Insured is amended to include as an additional insured any person or organization, but only when:

1. You have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy except for a contractor/project manager or owner of a construction project in which you are involved that is included in a "consolidated (wrap-up) insurance program"; and
2. Such written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

B. The insurance provided to the additional insured by this endorsement is further limited as follows:

1. That person or organization is an additional insured only for liability for "bodily injury" or "property damage":
 - a. Due to your negligence and specifically caused by "your work" for the additional insured which is the subject of the written contract or agreement; and
 - b. Included within the "products-completed operations hazard".
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement, or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under **DEFINITIONS (Section V)**, as amended by this endorsement, does not apply to "bodily injury" or "property damage" beyond:

- a. The effective date of any deletion of, any removal of, or any non-continuance of, this additional insured endorsement from this policy, or
- b. The period of time required by the written contract or written agreement.

4. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's having rendered or having failed to render any professional services, including, but not limited to:

- a. The preparation, approval or the failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

As a condition precedent to coverage and/or defense, an additional insured under this endorsement must give us as soon as practicable notice of an "occurrence" which may result in a claim or "suit" under this insurance.

D. With respect to the coverage provided under this endorsement, **SECTION V - DEFINITIONS**: is changed as follows:

1. The definition of "insured contract" is changed by replacing paragraph **f.** of that definition with the following:

"Insured contract" means:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is specifically caused by "your work" and included in the "products-completed operations hazard". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

2. The following definition is added:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.)

- E.** This endorsement does not provide coverage for liability resulting from the sole negligence of the additional insured.

A Action Janitorial Services Inc
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COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION
(ADDITIONAL INSURED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **(v)** is added to Paragraph **(1)(a)** of Paragraph **b. Excess Insurance** under Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**, as follows:

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is available to any person or organization who has been added as an additional insured to this policy by endorsement.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part:

1. By your acts or omissions, or the acts or omissions of those acting on your behalf:
 - (a)** In the performance of your ongoing operations; or
 - (b)** In connection with your premises;
2. By your maintenance, operation or use of equipment leased to you by such person or organization; or
3. By “your work” performed for that additional insured and included in the “products-completed operations hazard”;

this insurance shall be primary to and will not seek contribution from the additional insured’s own insurance if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy period, that this insurance be primary and noncontributory as respects liability described in Subparagraph **(1)(a)(v)1.**, **(1)(a)(v)2.** or **(1)(a)(v)3.** above. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

SUMMARY OF COVERAGE EXTENSIONS

| Provision No. | Name of Extension | Limit or Included |
|----------------------|---|--------------------------|
| A. | Broadened Named Insured | Included |
| B. | Additional Insured by Contract or Agreement | Included |
| C. | Additional Insured- Employees | Included |
| D. | Extended Coverage- Bail Bonds | \$5,000 |
| E. | Extended Coverage- Loss of Earnings (Per Day) | \$1,000 |
| F. | Fellow Employee Coverage | Included |
| G. | Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum) | \$75/ \$2,500 |
| H. | Extended Coverage - Air Bags | Included |
| I. | Physical Damage Coverage- Leased or Financed Autos | Included |
| J. | Glass Deductible | Included |
| K. | Extended Coverage- Electronic Equipment | Included |
| L. | Extended Coverage- Personal Effects | \$500 |
| M. | Towing (Gross Vehicle Weight of 20,000 lbs. or less) | \$100 |
| N. | Physical Damage Coverage - Hired "Autos" | \$65,000 |
| | 1. Loss of use (Per Day/Maximum) | \$500/ \$3,500 |
| O. | Rental Reimbursement Coverage | \$2,500 |
| P. | Drive Other Car Coverage | Included |
| Q. | Knowledge of Occurrence | Included |
| R. | Waiver of Subrogation By Contract or Agreement | Included |
| S. | Unintentional Omissions | Included |
| T. | Bodily Injury Re-defined | Included |
| U. | Employee Hired Auto | Included |

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.:**

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

- (1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":

- a. Caused by an "accident", and
- b. Resulting from the ownership, maintenance or use of a covered "auto".

- (2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.

- (3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are

not in addition to the Limits of Insurance shown in the Declarations.

- (4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.

- (5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

- (2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **B.5.** does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph **A.4.a.** is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

We will also pay reasonable and necessary expenses to facilitate the return of the stolen “auto” to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. PHYSICAL DAMAGE COVERAGE - LEASED OR FINANCED “AUTOS”

The following is added to **Section III – Physical Damage Coverage,** Paragraph **C.:**

- 4. In the event of a total “loss” to a covered “auto”, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:
 - a. The amount under the Physical Damage coverage section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the “loss”;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance;
- (5) Carry-over balances from previous loans or leases.

J. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph **D.** is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

- 1. “Loss” caused by fire or lightning; or
- 2. “Loss” when you elect to patch or repair glass rather than replace.

K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage,** Paragraph **A.4.:**

- c. Physical Damage coverage on a covered “auto” also applies to “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered “auto” at the time of “loss” or the equipment is removable from a housing unit which is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”.

We will pay with respects to a covered “auto” for “loss” to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage**, Paragraph **A.4.**:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

M. TOWING

Section III – Physical Damage Coverage, Paragraph **A.2.** is deleted and is replaced by the following:

If an "auto" with a Gross Vehicle Weight of 20,000 lbs. or less is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such covered "auto" is disabled.

However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$65,000, the actual cash value of the "auto" or the cost to repair or replace the

"auto", except that such amount will be reduced by a deductible to be determined as follows:

- a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
- b. No deductible will apply to "loss" caused by fire or lightning.

3. Coverage provided under this extension will:

- a. Be excess over any other collectible insurance you have;
- b. Pay, in addition to the limit set forth in **N.2.** above, up to \$500 per day, not to exceed \$3,500 per "loss" for:
 - (1) Any costs or fees associated with the "loss" to a hired "auto"; and
 - (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it

takes to locate the covered "auto" and return it to you, or

- b. When the total amount paid under this coverage extension reaches \$2,500.
- 3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Not more than \$75 per day.
- 4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

- 1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
 - a. You, if you are designated in the Declarations as an individual.
 - b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - c. Your members or managers, if you are designated in the Declarations as a limited liability company;
 - d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;

- e. The spouse of any person named in **P.1.a.** through **P.1.d.** while a resident of the same household.

2. The following "autos" are not covered:

- a. Any "auto" owned by a person named in **P.1.a.** through **P.1.d.** or by any member of his or her household.
- b. Any "auto" used by a person named in **P.1.a.** through **P.1.d.** while working in the business of selling, servicing, repairing or parking "autos".
- 3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".
- 4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$100 for Comprehensive Coverage and \$250 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

Q. KNOWLEDGE OF OCCURRENCE

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.2.**:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions**, Paragraph **A.2.b.**:

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions**, Paragraph **A.5.**:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions**, Paragraph **B.2.**:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph **C.** is deleted and replaced by the following:

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

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

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

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

2. Changes In General Conditions

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

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

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

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**
(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization as required by written contract 283.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured A Action Janitorial Services Inc
Insurance Company

Policy No. TWC3897929

Endorsement No.
Premium \$

Countersigned by _____

WC 00 03 13
(Ed. 04-84)

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