



## **CONTRACT RENEWAL AGREEMENT**

**DEPARTMENT: Public Works**

**BID/RFP NUMBER: 22ITB136990K-JA**

**BID/RFP TITLE: 2023 Standby Misc. Construction- Water System Services**

**ORIGINAL APPROVAL DATE: March 15, 2023**

**RENEWAL EFFECTIVE DATES: March 31, 2024 to December 31, 2024**

**RENEWAL OPTION #: 1 of 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: \$1,200,000.00**

**COMPANY NAME: WADE COOTS COMPANY, INC.**

**ADDRESS: 174 Duncan Circle**

**CITY: Hiram**

**STATE: GA**

**ZIP: 30141**

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: March 20, 2024 | BOC NUMBER: 24-0203**

***SIGNATURES: SEE NEXT PAGE***

**SIGNATURES:**

**Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:**

**FULTON COUNTY, GEORGIA**

**WADE COOTS COMPANY, INC.**

DocuSigned by:

*Robert L. Pitts*

14E1B4AA5F6A44A...

**Robert L. Pitts, Chairman  
Fulton County Board of Commissioners**

DocuSigned by:

*W. Greg Coots*

AE8AE1ABB784453...

**W. Greg Coots  
Vice President**

**ATTEST:**

DocuSigned by:

*Tonya R. Grier*

EEC476C4837648D...

**Tonya R. Grier  
Clerk to the Commission**

**(Affix County Seal)**

**ATTEST:**

**Assistant Secretary**

**(Affix Corporate Seal)**

**AUTHORIZATION OF RENEWAL:**

DocuSigned by:

*David Clark*

65CE1C9FDD834B8...

**David Clark, Director  
Public Works**

**ATTEST:**

DocuSigned by:

*Mark Sutton*

AE8AE1ABB784453...

**Mark Sutton  
Notary Public**

Floyd

**County:** \_\_\_\_\_

**Commission Expires:** 4/8/2025

DocuSigned by:

**(Affix Notary Seal)**



**Please select RCS or RM from the checkbox.**

RCS

RM

**ITEM#: 24-0203** **RCS** 3/20/2024  
**RECESS MEETING**

**ITEM#: xxx** **RM:** xxx  
**REGULAR MEETING**







## **CONTRACT RENEWAL AGREEMENT**

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**RENEWAL OPTION #: 1 of 2**

**NUMBER OF RENEWAL OPTIONS: 2**

**RENEWAL AMOUNT: \$1,200,000.00**

**COMPANY NAME: SITE ENGINEERING INC.**

**ADDRESS: 7025 BEST FRIEND RD**

**CITY: ATLANTA**

**STATE: GA**

**ZIP: 30340**

**This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: March 20, 2024      BOC NUMBER: 24-0203**

***SIGNATURES: SEE NEXT PAGE***

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Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

SITE ENGINEERING INC.

DocuSigned by:

Robert L. Pitts

14E1B4AA5F6A44A...

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned by:

J. David Hess

D7BFE5E1B0C24C1...

J. David Hess  
Vice President

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4897648D...

Tonya R. Grier  
Clerk to the Commission  
(Affix County Seal)



DocuSigned by:

Diane Bonilla

D7BFE5E1B0C24C1...

Diane Bonilla  
Secretary/Assistant Secretary  
(Affix Corporate Seal)



AUTHORIZATION OF RENEWAL:

DocuSigned by:

David Clark

65CE1C9FDB834B8...

David Clark, Director  
Public Works

ATTEST:

Notary Public

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

Please select RCS or RM from the checkbox.

RCS

RM

ITEM#: 24-0203  
RECESS MEETING

RCS

3/20/2024

ITEM#: xxx  
REGULAR MEETING

RM: xxx



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2024

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

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

<b>PRODUCER</b> Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy Suite 400 Atlanta GA 30339	<b>CONTACT</b> NAME: Ashley Burke PHONE (A/C, No, Ext): 678-424-6500 E-MAIL: aburke@sspins.com ADDRESS:														
<b>INSURED</b> Site Engineering, Inc. 7025 Best Friend Road Atlanta GA 30340	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee &amp; Liability Insurance Co</td> <td>26247</td> </tr> <tr> <td>INSURER C: Evanston Insurance Co</td> <td>35378</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Zurich American Insurance Co	16535	INSURER B: American Guarantee & Liability Insurance Co	26247	INSURER C: Evanston Insurance Co	35378	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

 License#: 70726  
 SITEENG-01
**COVERAGES****CERTIFICATE NUMBER: 247933580****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO 7614115-01	3/1/2024	3/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 7614112-01	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SXS 7529016-01	3/1/2024	3/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7614111-01	3/1/2024	3/1/2025	<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
C	Professional Liability			MKLV2ENV103371	3/1/2024	3/1/2025	Professional Limit \$1,000,000
C	Pollution Liability			MKLV2ENV103371	3/1/2024	3/1/2025	Pollution Limit \$5,000,000
A	Leased/Rented Equip			11513000	3/1/2024	3/1/2025	Leased/Rented Limit \$500,000

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

RE: #181TB112052K-DB; 2018 Standby Misc Construction – Wastewater System Services;

**CERTIFICATE HOLDER****CANCELLATION**
 Fulton County - Dept. of Public Works  
 130 Peachtree Street SW  
 Suite 1168  
 Atlanta GA 30303  
 USA

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Sterling Seacrest Pritchard		NAMED INSURED Site Engineering, Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

The following applies where required by written contract:

Certificate Holder and any applicable entities in the contract are included as an Additional Insured on the General Liability policy as per form U-GL-1175-F CW.

Waiver of Subrogation is in place in favor of Additional Insured for General Liability as per form U-GL-925-B CW.

Certificate Holder and any applicable entities in the contract are included as an Additional Insured on the Auto Liability policy as per form CA2001.

Waiver of Subrogation is in place in favor of Additional Insured for Auto Liability as per form CA0443.

Waiver of Subrogation is in place in favor of Certificate Holder and any applicable entities in the contract for Workers Compensation as per form WC0003.

Umbrella policy is follow-form and excess of General Liability, Auto Liability and Employers Liability subject to terms and provisions within policy.

Loss Payee status is Provided with regards to Rented and Leased Equipment as per attached form PPP-0502.

# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 7614115 - 01	03/01/2024	03/01/2025	03/01/2024	28627000		

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

**Named Insured:** Site Engineering, Inc.

**Address (including ZIP Code):** 7025 Best Friend Rd  
Atlanta, GA 30340-3141

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing 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. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

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

**D. For the purposes of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

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

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

**F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 7614115 - 01	03/01/2024	03/01/2025	03/01/2024	28627000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 7614112-01

COMMERCIAL AUTO  
CA 20 01 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

**Named Insured:** Site Engineering, Inc.

**Endorsement Effective Date:** 03/01/2024

**SCHEDULE**

<b>Insurance Company:</b> Zurich American Insurance Company	
<b>Policy Number:</b> BAP 7614112-01	<b>Effective Date:</b> 03/01/2024
<b>Expiration Date:</b> 03/01/2025	
<b>Named Insured:</b> Site Engineering, Inc.	
<b>Address:</b> 7025 Best Friend Rd Atlanta, GA 30340-3141	
<b>Additional Insured (Lessor):</b> All Lessors of a "leased autos" leased or rented by you for 180 continuous days or more	

**Address:**

**Designation Or Description Of "Leased Autos":**  
All "leased autos" leased or rented by you for 180 continuous days or more

Coverages	Limit Of Insurance Or Deductible
<b>Covered Autos Liability</b>	<b>\$1,000,000 Each "Accident"</b>
<b>Comprehensive</b>	<b>Deductible For Each Covered "Leased Auto"</b>
<b>Collision</b>	<b>Deductible For Each Covered "Leased Auto"</b>
<b>Specified Causes Of Loss</b>	<b>\$ Deductible For Each Covered "Leased Auto"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

COMMERCIAL AUTO  
CA 04 43 11 20

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC WHEN REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."





# Loss Payable Provisions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

Commercial Property Conditions  
Commercial Property Definitions

**A.** The following is added to the Loss Payment condition in the Commercial Property Conditions:

**1.** Blanket Loss Payee

If loss or damage occurs to **covered property** in which both you and a **blanket loss payee**, whether or not shown on the Loss Payee Schedule, have an insurable interest, we will:

- a.** Adjust losses with you; and
- b.** Pay any claim for covered loss or damage jointly to you and the **blanket loss payee**, as interests may appear.

**2.** Lender's Loss Payee

- a.** For **covered property** in which both you and the **lender's loss payee** shown on the Loss Payee Schedule have an insurable interest:

- (1)** We will adjust losses with you and pay for covered loss or damage jointly to you and to each **lender's loss payee** in their order of precedence, as interests may appear.
- (2)** The **lender's loss payee** has the right to receive loss payment even if the **lender's loss payee** has started foreclosure or similar action on the **covered property**.
- (3)** If we deny your claim because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part, the **lender's loss payee** will still have the right to receive loss payment if the **lender's loss payee**:
  - (a)** Pays the premium due under this Commercial Property Coverage Part at our request if you have failed to do so;
  - (b)** Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (c)** Has notified us of any change in ownership, occupancy or substantial change in risk known to the **lender's loss payee**.

All the terms of this Commercial Property Coverage Part will then apply directly to the **lender's loss payee**.

- b.** If we pay the **lender's loss payee** for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Commercial Property Coverage Part:
  - (1)** The **lender's loss payee's** rights will be transferred to us to the extent of the amount we pay; and
  - (2)** The **lender's loss payee's** rights to recover the full amount of the **lender's loss payee's** claim will not be impaired.
- c.** At our option, we may pay to the **lender's loss payee** the whole principal of the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- d. If we cancel this policy, we will give written notice to the **lender's loss payee** at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- e. If we elect not to renew this policy, we will give written notice to the **lender's loss payee** at least 10 days before the expiration date of this policy.
- f. In no event will failure to provide notice as set forth in this Section 2. Lender's Loss Payee waive our right or ability to cancel or non-renew the policy as allowed by law.

**3. Contract Of Sale Loss Payee**

For **covered property** in which both you and the **contract of sale loss payee** shown on the Loss Payee Schedule have an insurable interest:

- a. We will:
  - (1) Adjust losses with you; and
  - (2) Pay any claim for covered loss or damage jointly to you and the **contract of sale loss payee**, as interests may appear.
- b. The following is added to the Other Insurance condition:

For **covered property** that is the subject of a contract of sale, the word "you" includes the **contract of sale loss payee**.

**4. Building Owner Loss Payee**

- a. We will adjust losses to the building with the **building owner loss payee** shown on the Loss Payee Schedule. Any loss payment made to the **building owner loss payee** will satisfy your claims against us for the owner's property.
- b. We will adjust loss to **improvements and betterments** with you unless the lease provides otherwise.

**B. The following are added to the Commercial Property Definitions:**

- 1. **Blanket loss payee** means a person or entity required to be named as a loss payee for loss or damage covered by this policy, as evidenced in a written contract executed prior to the loss or damage.

**Blanket loss payee** does not mean a **lender's loss payee**, **contract of sale loss payee** or **building owner loss payee**.
- 2. **Building owner loss payee** means the owner of the building in which you are a tenant.
- 3. **Contract of sale loss payee** means a person or organization that you have entered into a contract with for the sale of **covered property**.
- 4. **Lender's loss payee** means a creditor, including a mortgage holder or trustee, shown on the Loss Payee Schedule, whose interest in **covered property** is established by a written instrument, including a warehouse receipt, a contract for deed, bill of lading, financing statement, mortgage, deed of trust or security agreement.

All other terms, conditions, provisions and exclusions of this policy remain the same.