



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 20ITB125615C-GS

BID/RFP# TITLE: Standby Fencing Installation and Repair

ORIGINAL APPROVAL DATE: 10/7/2020

RENEWAL EFFECTIVE DATES: 1/1/2022 through 12/31/2022

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$200,000.00

COMPANY'S NAME: Allied Fence Company, Inc.

ADDRESS: P. O. Box 276

CITY: Mableton

STATE: Georgia

ZIP: 30126

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

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: 20ITB125615C-GS

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
E1B4A5F6A4DA...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EE6476C4837648D...
Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

DocuSigned by:
Joseph N. Davis
E45C5C5F17FB41Z...
Joseph N. Davis, Director
Department of Real Estate and Asset Management

ALLIED FENCE COMPANY, INC.

DocuSigned by:
Todd Edlin, CFO
8539662077874AB...
Todd Edlin,
CFO, President

ATTEST:

**Secretary/
Assistant Secretary**

(Affix Corporate Seal)

ATTEST:

DocuSigned by:
Lori Harden
8539662077874AB...
Notary Public

County: Cobb

Commission Expires: 1/25/2025

(Affix Notary Seal)

xxx	xxx	21-0748	10/06/2021
ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	





LORI HARDEN
NOTARY
EXPIRES
GEORGIA
1/25/2025
PUBLIC
COBB COUNTY

21-0746 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, 19ITB312987K-JAJ, Roof Maintenance, Repair and Replacement Services Countywide, in the total amount of \$1,469,115.00 with (A) Ideal Building Solutions, LLC (Norcross, GA) in the amount of \$800,000.00; (B) RYCARS Construction, LLC. (Atlanta, GA) in the amount of \$334,557.50; and (C) Ben Hill Roofing and Siding Co., Inc. (Douglasville, GA) in the amount of \$334,557.50, to provide standby roof maintenance, repair and replacement services for County-wide facilities on an "as needed" basis. This action exercises the second of two renewal options. No renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

21-0747 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITB126000C-GS, Asphalt/Concrete Pavement Maintenance and Repair Services, in the amount of \$200,000.00 with CRM Services, LLC (Austell, GA), to provide asphalt/concrete pavement maintenance and repair services on an "as needed" basis for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

21-0748 Real Estate and Asset Management

Request approval to renew an existing contract - Department of Real Estate and Asset Management, 20ITB125615C-GS, Standby Fencing Installation and Repair, in the amount of \$200,000.00, with Allied Fence Company, Inc. (Mableton, GA) to provide standby fencing installation and repair services for Fulton County. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022 through December 31, 2022.

21-0749 Real Estate and Asset Management

Request approval to renew existing contracts - Department of Real Estate and Asset Management, RFP# 20RFP124968K-DB, Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection, in the total amount of \$1,500,000.00 with (A) Engineering Design Technologies, Inc. (Atlanta, GA) in the amount of \$375,000.00; (B) Wood Environmental & Infrastructure Solutions, Inc. (Atlanta, GA) in the amount of \$375,000.00; (C) S. L. King & Associates (Atlanta, GA) in the amount of \$375,000.00; and (D) KHA FRA Engineering Consultants, Inc. (Atlanta, GA) in the amount of \$375,000.00 to provide standby professional services for facilities related design, engineering and assessments in the areas of mechanical, electrical, plumbing and fire protection on an "as needed-task assignment" basis. This action exercises the first of two renewal options. One renewal option remains. Effective dates: January 1, 2022, through December 31, 2022.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2020

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

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

PRODUCER Little & Smith Inc. 202 Church Street P. O. Box 1089 Marietta GA 30061	CONTACT NAME: Rachel Davis PHONE (A/C, No, Ext): (770)428-3308 FAX (A/C, No): (770)429-8305 E-MAIL ADDRESS: rdavis@littleandsmith.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Frankenmuth Mutual Ins.Co. NAIC # 13986	
INSURER B: Ansur America Ins.Co. NAIC # 10984	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20/21 **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"/> COMMERCIAL GENERAL LIABILITY	Y	Y	6646864	11/10/2020	11/10/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	6646863	11/10/2020	11/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	6646864	11/10/2020	11/10/2021	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	6646862	11/10/2020	11/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Fulton County Government its officials, officers, employees are included as an additional insured with respect to general liability on a primary and noncontributory basis and automobile liability as required by written contract. Umbrella follows form.

CERTIFICATE HOLDER

Fulton County Government – Purchasing Dept 130 Peachtree St SW Ste 1168 Atlanta GA 30303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Blanket Waiver Of Transfer Of Rights Of
Recovery Against Others To Us (Waiver Of Subrogation)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

- A. **Section IV – Business Auto Conditions** in the Business Auto Coverage Form, and **Section IV – Conditions** in the Auto Dealers Coverage Form, Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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Commercial Liability Plus

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE

- | | |
|---|---|
| 1. Additional Insured Broad Form Vendors | 9. Mobile Equipment |
| 2. Amendment of General Aggregate | 10. Non-Owned Watercraft |
| 3. Borrowed Equipment | 11. Product Recall |
| 4. Duties in the Event of Occurrence, Claim or Suit | 12. Supplementary Payments |
| 5. Fire, Lightning, or Explosion Damage | 13. Transfer of Rights of Recovery Against Others To Us |
| 6. Health Care Services | 14. Voluntary Property Damage |
| 7. Liberalization Clause | 15. Volunteers As Additional Insureds |
| 8. Medical Payments | 16. Water Damage Legal Liability |

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as described below:

1. Additional Insured Broad Form Vendors

Under **Section II -- Who Is An Insured**, the following is added:

- a. Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient in any thing or substance by or for the vendor.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. Amendment -- Aggregate Limits of Insurance

- a. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your:

- (1) Projects away from premises owned by or rented to you; and
- (2) "Locations" owned by or rented to you.

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

3. Borrowed Equipment

- a. Exclusion j. of COVERAGE A (Section I) is amended as follows:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

- b. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

4. Duties in the Event of Occurrence, Claim or Suit

- a. The requirement in condition 2.a. that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

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

- b. The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

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

5. Fire, Lightning or Explosion Damage

- a. The word "fire" is amended to "fire, lightning or explosion" where it appears in:

- (1) The Limits of Insurance section of the Declarations; and
- (2) Paragraph b. of the OTHER INSURANCE condition.

- b. Paragraph 6. of LIMITS OF INSURANCE is amended to read:

6. Subject to 5. above, the Fire, Lightning or Explosion Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

- c. The last paragraph of COVERAGE A (Section I) (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

- d. The Fire Damage Limit in Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by a new Fire, Lightning or Explosion Limit, which will be subject to all of the terms of LIMITS OF INSURANCE (Section III). The new Fire, Lightning or Explosion Limit is the higher of:

- (1) \$500,000; or
- (2) The amount shown in the Declarations for Fire Damage Limit.

This provision 5. does not apply if Fire Damage Legal Liability of COVERAGE A (Section I) is excluded either by the provisions of the Commercial General Liability Coverage Form or by endorsement.

6. Health Care Services

- a. The definition of "bodily injury" in the DEFINITIONS section is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.
- c. Paragraph (1) of exclusion e. of COVERAGE A (Section I) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.
- d. This provision 6. does not apply if you are engaged in the business or occupation of providing any services referred to in a. above.

7. Liberalization Clause

The following is added to the Common Policy Conditions and supersedes any provision to the contrary:

If we adopt any revision that would broaden the coverage under this policy without additional premium charge, the broader coverage will apply to this policy when the change becomes effective in your state.

8. Medical Payments

- a. In Paragraph a.(3)(b) of the insuring agreement of COVERAGE C (Section I), one year is changed to three years.
- b. Paragraph 2.a., Exclusions, of COVERAGE C (Section I) is replaced by the following:
We will not pay expenses for "bodily injury":
 - a. To any insured, except volunteer workers who are not paid a fee, salary or other compensation.
- c. The Medical Expense Limit in Paragraph 7. of LIMITS OF INSURANCE (Section III) is replaced by a new Medical Expense Limit, which will be subject to all the terms of LIMITS OF INSURANCE (Section III). The new Medical Expense Limit is an additional \$5,000 in excess of Medical Expense Limit provided by the Coverage Part.

- d. This provision 8. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Commercial General Liability Coverage Form or by endorsement.
- e. This provision 8. applies in excess of any other valid and collectible insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

9. Mobile Equipment

Under the DEFINITIONS section, Paragraph f.(1)(a), (b) and (c) of **Mobile Equipment** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

10. Non-Owned Watercraft

- a. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft under 51 feet long that is neither:
 - (1) Owned by you; nor
 - (2) Being used to carry persons for a charge.
- b. This provision 10. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- c. This provision 10. does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision 10. does not provide any insurance.

11. Product Recall

- a. **Coverage**
 - (1) We will pay for "product recall expense" which you incur as a result of an "incident".
 - (2) The amount that we will pay for "product recall expense" is limited as described under Limit of Insurance below.
- b. **Exclusions**

This insurance does not apply to "product recall expense" incurred as a result of:

 - (1) A retail or service operation.

- (2) Any condition likely to cause a loss known by you, or which should have been known by you, to exist prior to the effective date of this coverage.
- (3) Any product or batch of products known to be defective.
- (4) Any product distributed after the determination that a recall was necessary for that product.
- (5) The failure of any product to accomplish its intended purpose.
- (6) Any breach of warranty.
- (7) The recall of any product solely because the product exceeded its shelf life or became obsolete.
- (8) "Tampering" by, or with the prior knowledge of, you or any of your owners, partners, directors or officers.
- (9) Any product with no known or suspected defect that is recalled because of a known or suspected defect in another product.
- (10) Any redistribution or replacement of a recalled product by a like or substitute product.
- (11) An "incident":
 - (a) Arising out of an organization you newly acquire or form; and
 - (b) That occurred before you acquired or formed the organization.

c. Deductible

We will not pay for "product recall expense" in any one "incident" until the amount of "product recall expense" exceeds the deductible amount of \$500. We will then pay the amount of "product recall expense" in excess of the deductible up to the Limit of Insurance.

d. Participation Percentage

You agree to participate in the payment of "product recall expense" which exceeds the deductible amount by a Participation Percentage of 20 percent.

e. Limit of Insurance

The most we will pay under this Additional Coverage after the application of the Participation Percentage and regardless of the number of "incidents" is \$50,000.

f. Conditions

(1) Duties in the Event of an "Incident"

When an "incident" has occurred or you become aware of circumstances that may result in an "incident" you must:

- (a) Notify us promptly in writing;
- (b) Cease the shipping, distribution or release of any of "your product" that may be defective until it has been determined that such products are free from any defect that may cause a loss under this coverage;
- (c) Cooperate with us in the investigation and settlement of the claim;
- (d) As often as may be reasonably required, permit us to inspect any of "your product" claimed to be defective and take samples for testing and analysis;
- (e) Permit us to view your books and records for the purpose of determining the extent of the loss.

(2) Abandonment

There can be no abandonment of property to us.

g. Definitions

- (1) "Incident" means a determination during the policy period by you or by a governmental authority that the use or consumption of "your product" could result in "bodily injury" or "property damage" which necessitates the recovery of possession or control of "your product" from any distributor, purchaser or user, or the destruction of such products.

For the purposes of this definition a determination has occurred when a governmental authority has requested you to conduct a recall or you have publicly announced your intention to conduct a recall.

(2) "Product recall expense" means the reasonable and necessary costs incurred by you for the recall of "your product" consisting of any of the following:

- (a) Postage, printing, telephone communication charges, or the cost of radio, television or newspaper advertisements to announce the recall or to give instructions to consumers or distributors regarding the necessary return or destruction of any recalled product;
- (b) The cost of shipping "your product" from any purchaser, distributor or user to the place or places designated by you including reasonable charges made by the purchaser, distributor or user for their actual expenses associated with preparing the shipment;
- (c) Wages paid to your temporary employees;
- (d) Wages paid to your regular employees, other than your salaried employees, for overtime work;
- (e) Travel expenses incurred by you or your employees;
- (f) Rental and utility expenses incurred by you for temporary storage facilities;
- (g) The actual cost of disposal of "your product", but only to the extent that specific methods of destruction or disposal other than those usually employed for trash disposal are required to avoid "bodily injury" to any person or "property damage" to the property of others;
- (h) Reasonable charges made to you by the purchaser, distributor, or user of "your product" for their actual expenses of preparing "your product";

but only when such costs or expenses are incurred exclusively for the purpose of, or as a direct result of, the recall of "your product".

(3) "Tampering" means an actual or alleged, intentional, malicious and wrongful alteration or contamination of "your product" which renders it unfit or dangerous for use or consumption or conveys that impression to the public.

(4) "Your product" means:

- (a) "Any goods or products other than real property, manufactured, sold, handled, or distributed by:
 - (i) You;
 - (ii) Others trading under your name; or
 - (iii) A person or organization whose business or assets you have acquired; and
- (b) Containers (other than vehicles), materials, parts or equipment furnished in conjunction with such goods or products.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

h. Exclusion n. (SECTION I, COVERAGE A) does not apply to the coverage provided by this endorsement.

12. Supplementary Payments

In the SUPPLEMENTARY PAYMENTS -- COVERAGES A AND B provision:

- a. The limit for the cost of bail bonds is amended from \$250 to \$2,500; and
- b. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

13. Transfer of Rights of Recovery Against Others To Us

Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

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" included in the "products-completed operations hazard" when you have assumed liability for such injury or damage under an "insured contract".

14. Voluntary Property Damage

- a. Exclusion j.(4) of COVERAGE A (Section I) does not apply to personal property of others in your care, custody or control on which you are performing operations, provided that the "occurrence" takes place away from property you own, rent or occupy.
- b. Exclusions j.(5) and j.(6) of COVERAGE A (Section I) do not apply to the first \$5,000 of "property damage" for each "occurrence" provided that the "occurrence" takes place away from property you own, rent or occupy.
- c. We will pay at the request of the named insured, for loss or damage to the property of others covered in the above extension subject to a limit of \$5,000 for each "occurrence" and a \$250 deductible for each claim. If we so request, the named insured shall replace the damaged property or furnish the labor and materials necessary for repairs at actual cost to the insured, excluding profit or overhead charges.
- d. The Limit of Liability stated in the Declarations for Liability and Medical Payments DOES NOT APPLY to the Voluntary Property Damage coverage provided in this provision 14.
- e. The Limit of Liability applicable to this Voluntary Property Damage provision 14. is as follows:

Limit of Liability:

\$5,000 Each "Occurrence"
\$10,000 Aggregate

"Aggregate limit", as used in this provision 14., refers to the total limit of liability for any annual policy period, regardless of the number of "occurrences", insureds, claims made, or "suits" brought during that annual policy period.

15. Volunteers As Additional Insureds

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, no volunteer worker(s) are insureds for:

- a. "Bodily injury" or "personal injury":
 - (1) To you, to your partners or members (if you are a partnership or joint venture), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - (2) To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph a.(1) above;
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.
- b. "Property damage" to property:
 - (1) Owned, occupied, or used by;
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your other volunteer worker(s), your "employees" or, if you are a partnership or joint venture, any partner or member.

16. Water Damage Legal Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for all "property damage" arising out of any one "occurrence" is \$50,000.

- b. Coverage for Water Damage Legal Liability does not apply to:
- (1) "Property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - (2) "Property damage" caused by or resulting from any of the following:
 - (a) Wear and tear;
 - (b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (c) Smog or smoke;
 - (d) Settling, cracking, shrinking or expansion;
 - (e) Insects, birds, rodents or other animals; or
 - (f) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
 - (3) "Property damage" caused directly or indirectly by any of the following:
 - (a) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
 - (b) Volcanic eruption, explosion or effusion;
 - (c) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (d) Mudslide or mudflow;
 - (e) Water that backs up from a sewer or drain; or
 - (f) Water under the ground surface pressing on, or flowing or seeping through:
 - (i) Foundations, walls, floors or paved surfaces;
 - (ii) Basements, whether paved or not; or
 - (iii) Doors, windows or other openings.
 - (4) "Property damage" caused by or resulting from any of the following:
 - (a) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
 - (i) You make a reasonable effort to maintain heat in the building or structure; or
 - (ii) You drain the equipment and shut off the water supply if the heat is not maintained.
 - (5) "Property damage" to:
 - (a) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (b) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (INCLUDING PRODUCTS-COMPLETED OPERATIONS)

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 for whom you are performing operations or have performed operations when 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 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 the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured.
2. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

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 contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. "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:

- 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.

2. Any person(s) or organization(s) for whom you are performing operations or have performed operations that is an additional insured on a specifically named endorsement attached to this policy.

C. With respect to the insurance afforded to these additional insureds, 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 contract or agreement you have entered into with the additional insured; 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.

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

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.

Schedule

Any person or organization with whom the insured agrees to waive subrogation in a written contract.

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

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)