



**FULTON
COUNTY**

CONTRACT RENEWAL #2

#20RFP124968K-DB (A)

**STANDBY PROFESSIONAL
SERVICES FOR MECHANICAL,
ELECTRICAL, PLUMBING AND FIRE
PROTECTION**

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Real Estate and Asset Management

BID/RFP# NUMBER: 20RFP124968K-DB (A)

BID/RFP# TITLE: Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection

ORIGINAL APPROVAL DATE: 11/4/2020

RENEWAL EFFECTIVE DATES: 1/1/2023 through 12/31/2023

RENEWAL OPTION #: 2 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: \$375,000.00

COMPANY'S NAME: Engineering Design Technologies, Inc.

ADDRESS: 575 Boulevard, SE, Unit #2A

CITY: Atlanta

STATE: Georgia

ZIP: 30312

This Renewal Agreement No. 2 was approved by the Fulton County Board of Commissioners on BOC DATE: 09/21/2022 BOC NUMBER: 22-0674(A)

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: 20RFP124968K-DB (A)

FULTON COUNTY, GEORGIA

**ENGINEERING DESIGN
TECHNOLOGIES, INC.**

DocuSigned by:

Robert L. Pitts

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

DocuSigned by:

Anthony Taylor

**Anthony Taylor,
President**

ATTEST:

ATTEST:

DocuSigned by:

Tonya Grier

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

Anthony Rimore

Notary Public

(Affix County Seal)

County: Cobb

AUTHORIZATION OF RENEWAL:

Commission Expires: 12/15/2024

DocuSigned by:

Joseph N. Davis

**Joseph N. Davis, Director
Department of Real Estate and Asset
Management**

(Affix Notary Seal)

DocuSigned by:

NOTARY
PUBLIC

ITEM#: 2022-0674 RCS: 9/21/2022
RECESS MEETING

ITEM#: _____ RM: _____
REGULAR MEETING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2021

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 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: Abby Ayer Addison PHONE (A/C, No, Ext): (770) 428-3308 FAX (A/C, No): (770) 429-8305 E-MAIL ADDRESS: aaddison@littleandsmith.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Engineering Design Technologies, Inc. EDT Constructors, Inc. 1705 Enterprise Way Suite 200 Marietta GA 30067	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Firemen's Insurance Company of Washington DC</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER B: Continental Western Insurance Company</td> <td style="text-align: center;">21784</td> </tr> <tr> <td>INSURER C: Berkley Assurance Company</td> <td style="text-align: center;">10804</td> </tr> <tr> <td>INSURER D:</td> <td style="text-align: center;">39462</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Firemen's Insurance Company of Washington DC	NAIC #	INSURER B: Continental Western Insurance Company	21784	INSURER C: Berkley Assurance Company	10804	INSURER D:	39462	INSURER E:		INSURER F:	
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INSURER D:	39462												
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 21/22**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	CPA4284912-47	10/28/2021	10/28/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	CPA4284912-47	10/28/2021	10/28/2022	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	CPA4284912-47	10/28/2021	10/28/2022	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WCA4284916-47	10/28/2021	10/28/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	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
A	Equipment Floater			CPA4284912-47	10/28/2021	10/28/2022	Leased/Rented 250,000

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

Company C: Professional Liability, Policy No. PCAB-5010012 Limit: \$3,000,000

REQUEST FOR PROPOSAL #20RFP124968K-DB

Standby Professional Services for Mechanical, Electrical, Plumbing and Fire Protection For Department of Real Estate and Asset Management

Certificate Holder is included as an additional insured with respect to general liability and automobile liability as required by written contract. Waiver of subrogation applies in favor of additional insured with respect to general liability, automobile liability and workers compensation as required by written

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government 130 Peachtree St SW Ste 1168 Atlanta GA 30303	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>William D. H. 1</i></p>
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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.

COMMERCIAL GENERAL LIABILITY
CL CG 01 14 09 16

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.

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.

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	\$3,000
	2. Loss of Earnings	\$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.