

City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: Water District #49
Project Name/Description: Pavement Repair of 16th Avenue SW & SW 168th Street
Contract Amount: \$3,500

Type of Contract:

<input type="checkbox"/> <u>Architectural/Engineering</u> <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> RFQ Process Done	<input type="checkbox"/> <u>Construction/Public Works</u> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000) <input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000) <input type="checkbox"/> Other: <u>Sole Source - Emergency</u>	<input type="checkbox"/> <u>Human Services/ Arts & Culture</u> X <u>Other:</u> _____ <input type="checkbox"/> <u>Contract Amendment to Contract No.</u> _____
<input type="checkbox"/> <u>Consulting/Services (Non-Engineering)</u>		

Is this contract authorized in the current year's budget? X Yes No

If budgeted, list Fund/Dept.: Streets – Professional Services

Page # in Budget: 3-3 Budget line item amount: \$70,000

BARS Account Number: 101.11.543.10.41.xxx

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Approval: [Signature] Date: 1/6/15

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval [Signature] Date: 1/6/15

Legal Dept. Directions/Approval: [Signature] Date: 1/14/15

- Review insurance
- Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Approval: [Signature] Date: 1-14-15

- Review contract budget/administrative review.

City Manager Review if over \$25,000: N/A Date: _____

- Return Contract Package to Finance Dept.

Contract Manager Directions:

- Obtain signatures on contract.
- Provide fully signed copy of contract to other party.
- Make copy of contract for own files, if desired.
- Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- Assign contract number.
- E-mail contract number to Contract Manager.
- Provide Contract Package to Scanner.

Contract File Checklist:
<input type="checkbox"/> W-9 Taxpayer ID Form
<input checked="" type="checkbox"/> Burien Business License # <u>05382</u>
<input checked="" type="checkbox"/> Insurance Certificate
<input type="checkbox"/> Bids, if applicable <input checked="" type="checkbox"/> N/A
<input checked="" type="checkbox"/> Contract Fully Signed

Return to:

Attn: Brian Roberts
City of Burien
400 SW 152nd St, Suite 300
Burien, WA 98166

**CONTRACT
BETWEEN THE CITY OF BURIEN
AND WATER DISTRICT 49
FOR THE
PAVEMENT REPAIR OF 16th AVE SW AND SW 168th STREET**

THIS CONTRACT is made and entered into this 9th day of January, 2015, by and between the City of Burien (hereinafter "City") and Water District 49 (hereinafter "District"), collectively referred to herein as the "Parties".

WHEREAS, the District has undertaken to upgrade District facilities located within the 16th Avenue SW and SW 168th Street right of way under City right of way permit no. ROW-14-1279; and

WHEREAS, the District is required to patch the westbound lane as mitigation where trench excavation is parallel to the roadway center line; and

WHEREAS, there is existing severely distressed pavement in the vicinity of the District's planned work; and

WHEREAS, the City can realize cost savings to have the District remove asphalt, prep the distressed area, install a 3" asphalt patch, and bill the City for the additional expense.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

I. SCOPE AND SCHEDULE OF WORK.

A. The District and its Contractor shall perform the work described in the Scope of Work attached as Exhibit A ("Work") and shall complete said work within 30 days of the execution of this Contract.

B. In performing the work, the District and its Contractor shall comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such work and the handling of any funds used in connection with such work.

C. The District represents that its Contractor is qualified to perform the work in accordance with generally accepted construction practices within the Puget Sound region.

D. The District's Contractor shall provide all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract.

E. All work shall be accomplished in a workmanlike manner in strict conformity with this Contract and with the contract between the District and its Contractor.

II. PRECONSTRUCTION ESTIMATE.

The District's paving contractor James A. Guess, Inc. ("Contractor") has provided an estimate on behalf of the City, to provide an asphalt patch at 16th Ave SW and SW 168th Street. The Contractor's estimate, is set forth in the attached Exhibit A.

III. CONSTRUCTION REQUIREMENTS.

The District and its Contractor will perform the Work under the terms and conditions of right of way permit ROW-14-1279 and the 2008 Burien Road Design and Construction Standards. The authority of the City under the terms and conditions of right of way permit ROW-14-1279 and the 2008 Burien Road Design and Construction Standards shall apply to all aspects of the Work.

IV. PAYMENT.

A. Upon completion of the Work by the District and its Contractor to the satisfaction of the City, the District shall bill the City, and the City shall reimburse the District, for the actual costs incurred by the District in performing the Work based on the unit costs set forth in Exhibit A, provided that the total reimbursement amount shall not exceed \$3,500.

B. Payment shall be due from the City to the District within thirty (30) days after receipt by the City of said sum billed to the City; provided that the District shall be responsible for ensuring that the following will occur:

- (1) A release will be obtained from the Washington State Department of Revenue.
- (2) Affidavits of Wages Paid for the Contractor and all subcontractors are on file with the District (RCW 39.12.040).
- (3) A certificate of Payment of Contributions Penalties and Interest on Public Works Contract will be received from the Washington State Employment Security Department.

- (4) Washington State Department of Labor and Industries (per Section 1-07.10 of the Standard Specifications) shows the District's Contractor is current with payments of industrial insurance and medical premiums.
- (5) Releases from all of the Contractor's subcontractors and/or suppliers will be provided to the District, or the period for filing claims by said subcontractors and/or suppliers has expired without claims being filed.

V. INDEMNIFICATION, HOLD HARMLESS.

The District agrees to indemnify and hold the City, its elected officials, officers, employees and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising or resulting from, or connected with, this CONTRACT to the extent caused by the negligent acts, errors or omissions of the District, its agents or employees, or by the District's breach of this CONTRACT.

The provisions of this paragraph shall survive the expiration or termination of this CONTRACT with respect to any event occurring prior to such expiration or termination.

VI. INSURANCE.

The District or its Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the District, its Contractor, and their agents, representatives, or employees.

a. Minimum Scope of Insurance.

The insurance shall be the types described below:

- i. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Offer (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Commercial General Liability insurance policy with

respect to the work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

iii. **Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.**

b. **Minimum Amounts of Insurance.**

The following insurance limits are required:

i. **Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.**

ii. **Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.**

c. **Other Insurance Provisions.**

The Automobile Liability and Commercial General Liability insurance policies shall provide, or be endorsed to provide, that they are primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

d. **Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A. M. Best rating of not less than A:VII.

e. **Verification of Coverage.**

The District shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

f. **Subcontractors.**

The District shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

g. **Notice of Cancellation.**

The District shall provide the City written notice of any policy cancellation, within two business days of their receipt of such notice.

h. **Failure to Maintain Insurance.**

Failure on the part of the District or its Contractor to maintain the insurance as

required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the District to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the District from the City.

VII. PREVAILING WAGES.

This Contract is subject to the requirements of Chapter 39.12 RCW, relating to prevailing wages. On public works projects, funded in part or in whole with Federal funds, Federal wage laws and regulations shall also be applicable. No worker, laborer or mechanic employed in the performance of any part of this contract shall be paid less than the prevailing rate of wage as determined by the Washington State Department of Labor and Industries ("Labor and Industries").

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from Labor and Industries. It is the responsibility of the District's Contractor to obtain and file the Statement with Labor and Industries. The Contractor shall also be responsible for all filing fees. Each Contractor billing invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of the work, the Contractor shall submit an "Affidavit of Wages Paid," which must be certified by Labor and Industries.

VI. DURATION.

This CONTRACT shall be in full force and effect from the date of signature by all Parties to the date the City closes right of way permit no. ROW-14-1279.

VII. OTHER PROVISIONS.

A. The City shall retain ownership and usual maintenance responsibility for the roadway, storm drainage system, sidewalks, landscaping, regulatory signing and all other appurtenances related thereto.

B. The District's Contractor shall warrant the condition, and remain responsible for the maintenance, of the Work for 24 months after completion of construction and closure of right of way permit no. ROW-14-1279, at which time the City shall thereafter be responsible for maintenance thereof.

C. The District's Contractor shall obtain and maintain a current and valid City of Burien business license. Further, the Contractor will not employ any independent contractors who have not obtained a City of Burien business license.

D. This CONTRACT contains the entire written agreement of the Parties and supersedes all prior discussion. This CONTRACT may be amended only in writing, signed by both Parties.

E. Any provision of this CONTRACT, which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

F. This Contract shall be governed by and construed in accordance with the laws of the State of Washington, and the venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for King County.

IN CONSIDERATION of the mutual benefit accruing herein, the Parties hereto agree that the work, as set forth herein, will be performed by the District under the terms of this CONTRACT.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF BURIEN

WATER DISTRICT 49



Maiya I. Andrews, P.E. Public Works Director



Michael L. Harris, General Manager

400 SW 152nd St, Suite 300
Burien, WA 98166
(206) 248-5514

415 SW 153rd St
Burien, WA 98166
(206) 242-8535

APPROVED AS TO FORM:

Chris Bacha, Acting City Attorney

ATTEST:



Monica Lusk, City Clerk

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400 SW 152nd St, Suite 300
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(206) 242-8535

APPROVED AS TO FORM:



Chris Bacha, Acting City Attorney

ATTEST:

Monica Lusk, City Clerk

Exhibit A

JAMES A. GUESS, INC.
 GENERAL CONTRACTOR • UNDERGROUND UTILITIES CONSTRUCTION
 40225 - 278th Way S.E., Enumclaw, WA 98022
 License # JAMESG1000BJ

INSURED
 BONDED

PHONE / FAX
 360-835-7722

King County Water District #49
 415 S.W. 153rd St.
 Burien, WA 98166

Attn: Mike Harris
 General Manager

Re : Proposal
 Extra paving patches at 16th Ave. S.W. & S.W. 168th St.;
 19th Ave. S.W. & 166th St.; 1938 S.W. 166th St.
 Includes removal of existing asphalt, preparation and instal-
 lation of 3" asphalt patch.

Labor & Machinery

Sawcut			\$ 1,750.00	
Case 80 Excavator & Operator	8 hrs @ 130.00/hr		\$ 1,040.00	
Case 50 Excavator & Operator	2 hrs @ 119.18/hr		\$ 238.36	
Case 580 Backhoe & Operator	10 hrs @ 110.13/hr		\$ 1,101.30	
(2) Utility Laborers	22 hrs @ 133.90/hr		\$ 2,945.80	
Supervisor	18 hrs @ 76.63/hr		\$ 1,379.34	
Dump Truck & Driver	14 hrs @ 114.58/hr		\$ 1,604.12	
(4) Traffic Flaggers	22 hrs @ 237.48/hr		\$ 5,224.56	
Traffic Control Devices			\$ 120.00	
Pickup Truck W/ Fuel	2 dys @ 90.00/day		\$ 180.00	
			<u>\$15,583.48</u>	\$15,583.48

Materials

5/8 Crushed Gravel	48 tns @ 17.48/tn		\$ 839.04	
Asphalt Dump Fee	6 lds @ 75.00/ld		\$ 450.00	
Cast Iron Risers			\$ 360.00	
Asphalt	± 60 tn		\$11,300.00	
			<u>\$12,949.04</u>	\$12,949.04
Materials Profit & Overhead	15 %		\$ 1,942.36	\$ 1,942.36
Bonding			\$ 667.40	\$ 667.40
Insurance			\$ 340.00	\$ 340.00

Subtotal	\$31,482.28
Sales Tax @ 9.5%	\$ 2,990.82
Total	<u>\$34,473.10</u>

Water District #49 Portion is \$28,334.05 plus tax.

City of Burien Portion @ 16th Ave. S.W. & S.W. 168th St.
 is \$ 3,148.23 plus tax.

Time of Completion is 2.5 days.

Thank You.
 Sincerely,


 James A. Guess, Jr.
 JAG/jcg



23048 172nd Ave SE
Kent, WA 98042

Office: (253) 630-7612
Fax: (253) 630-7614
E-mail: tlp@tonylindpaving.com

Contracted By:	
Jim Gess Construction 40225 27th Way SE Enumclaw, WA 98022	
Contact #	(206) 794-4218

Estimate

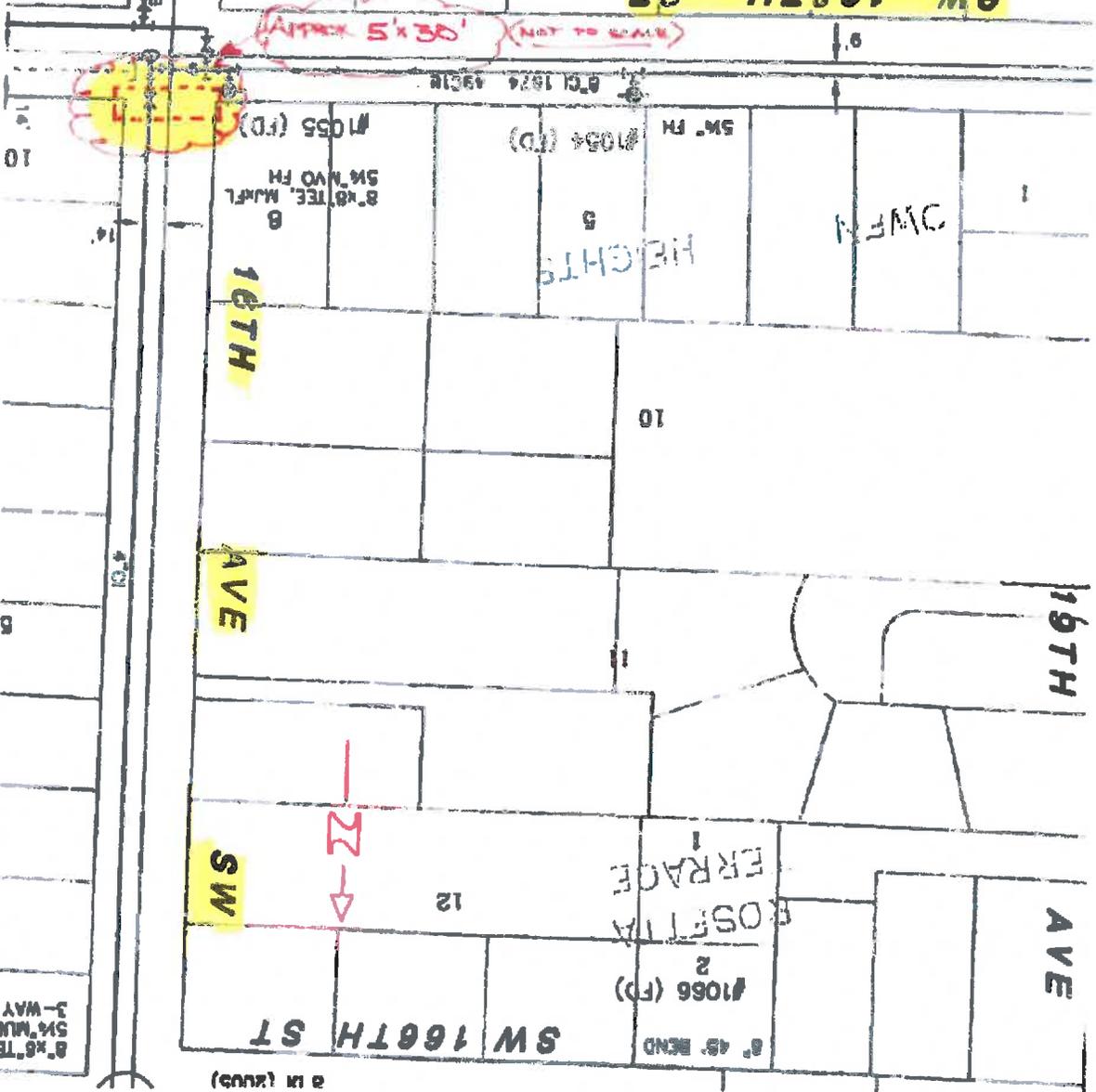
Date	Estimate #
12/18/2014	1412181

Project & Location	P.O.	Terms	Rep.
Three locations, Burien		Due on receipt	TL
Quantity	Description	Total	
	Approximately 57 tons of asphalt patching at 3 locations in Burien as described. WA State Sales Tax to be added to final total	11,300.00	
<ul style="list-style-type: none"> - Estimate expires after 30 days, and may increase due to any material price increases within 30 days. - Tony Lind Paving LLC does not be responsible for price changes. - Payment due upon completion of work unless alternate arrangements are approved prior to start of job. - Purchaser guarantees a review of this proposal constitutes purchaser's acceptance of the price, specifications and conditions of this proposal, authorization of Tony Lind Paving LLC to do the work as specified, agreement to make payment as outlined above, and agreement to pay Tony Lind Paving LLC finance charges on any account balance 30 days past due, plus any attorney fees and costs incurred in collection of said amount. - Allowing Tony Lind Paving LLC to commence work or prepare to work constitutes acceptance by purchaser of this proposal, and the terms and conditions stated herein. 		Sales Tax ---	\$0.00
Accepted By & Date:		Total	\$11,300.00

SCALE



1984
 8' FLEX CP
 8' CROSS
 2-8' GV, M
 8' 90' BEND
 8' 8' TEE



2 in (xrus)

Client#: 326631

JAMESGUE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/08/2015

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 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 Kibble & Prentice, a USI Co SC 601 Union Street, Suite 1000 Seattle, WA 98101	CONTRACT NUMBER 206 441-6300		FAX (AC. No.) 810-362-8503
	WEBSITE Select OKP.com.com		
INSURED James A. Guess, Inc. James A. Guess Construction Co. 40225 278th Way S.E. Enumclaw, WA 98022	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Fire & Casualty Compan		24068
	INSURER B: Ohio Casualty Insurance Company		24074
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	ADDRESS (CITY/STATE)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 <input checked="" type="checkbox"/> WA Stop Gap GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROS <input type="checkbox"/> LOC		BKA1553742863	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 WA Stop Gap \$1M/\$1M/\$1M COMBINED SINGLE LIMIT (Per accident) \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAA1553742863	07/01/2014	07/01/2015	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Colli \$Ded: \$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		USO1553742863	07/01/2014	07/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED <input type="checkbox"/> Y/N (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STAFF/OTHER LIMITS <input type="checkbox"/> COVERED E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project: King County Water District #49, 2014 CIP water main replacement for asphalt paving @ 16th Ave SW & SW 168th St, Burien, WA

The General Liability policy includes an automatic Additional insured endorsement that provides Additional Insured status to City of Burien, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER City of Burien 400 SW 152nd St Burien, WA 98166	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 Angela D. Johnson

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (5) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is 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 an automatic fire protection system) to:

- (I) Premises rented to you for a period of 7 or fewer consecutive days; or
- (II) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

8. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.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 protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but 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 the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, 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 premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

- 2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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.
- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS- EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED- INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION- MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) 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 (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

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

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

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 or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by 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.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

