

CONTRACTORS - REQUEST FOR PAYMENT

Project: FY22-ENG-01 City Institutional Network Fiber Extension FY22-ENG-01

ORIGINAL CONTRACT AMOUNT	318,147.00
CHANGE ORDERS:	31,763.00
TOTAL CONTRACT AMOUNT:	349,910.00

TOTAL WORK TO DATE:	<u>349,910.00</u>
MATERIALS ON HAND:	<u>0.00</u>
10% RETAINAGE:	<u>0.00</u>
PREVIOUS PAYMENTS:	<u>314,919.00</u>
WORK THIS ESTIMATE :	<u>34,991.00</u>
RETAINAGE THIS ESTIMATE:	<u>0.00</u>
AMOUNT DUE:	<u>34,991.00</u>

I certify that all items and amounts shown on this request for partial payment are correct and that all work has been performed and/or materials supplied in full in accordance with the requirements on the contract documents.

in accordance with the requirements on the contract

By: Pauline Armendariz 10/17/24
Signature Date
Pauline Armendariz
Print Name

I have checked this request for partial payment against the notes and reports of my inspections of the project and in my opinion the statement of work performed and/or material supplied is accurate and that the contractor is observing the requirements of the contract documents.

By: _____
Signature Date
Juan Medina III, Senior Construction Inspector

I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work performed and/or material supplied by the contractor and that same has been performed and/or supplied in full accordance with the requirements of the contract documents.

By: _____
Signature Date
Ramon E. Chavez, P.E., City Engineer

RECOMMENDED FOR PAYMENT:

Ramon E. Chavez, P.E, City Engineer

Date: _____

TO:
City of Laredo
1110 Houston St
Attn: Accounts Payable
Laredo, TX 78040

FROM:
FSG - San Antonio
3003 N.E. Loop 410 Ste 130
San Antonio, TX 78218

PROJECT: City of Laredo Fiber Extension
VIA ARCHITECT:

APPLICATION NO: 3076325
PERIOD TO: 10/31/24
PROJECT NOS.:
Pay App #: 8

Distribution to:
() OWNER
() ARCHITECT
() CONTRACTOR
()

CONTRACT DATE: 07/29/22

754478 1035604

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Schedule of values is attached.

1. ORIGINAL CONTRACT SUM	318,147.00	
2. NET CHANGE BY CHANGE ORDERS	31,763.00	
3. CONTRACT SUM TO DATE (LINE 1 + 2)	349,910.00	
4. TOTAL COMPLETED & STORED TO DATE	349,910.00	
(Column G on Schedule of Values)		
5. RETAINAGE:		
a. 10.0% of Completed Work	0.00	
b. 10% of Stored Material	0.00	
(Column F on Schedule of Values)		
Total Retainage (Line 5a + 5b or Total in Column I of Schedule of Values)	0.00	
6. TOTAL EARNED LESS RETAINAGE	349,910.00	
(Line 4 less Line 5 total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	314,919.00	
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	34,991.00	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	0.00	
(Line 3 less Line 6)		
CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner	31,763.00	0.00
Total approved this Month	0.00	0.00
TOTALS	31,763.00	0.00
NET CHANGES by Change Order	31,763.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: FSG - San Antonio

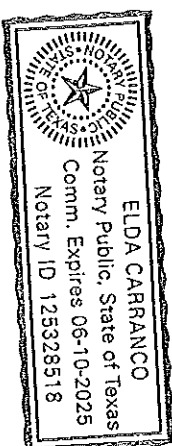
BY: Julie Dymally Date: 10/17/24

State of: Texas County of: Brewer
Subscribed and sworn to before me this 17 day of Oct 2024

Notary Public: Elida Carranco
My Commission expires: 06-10-2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.



AMOUNT CERTIFIED.....\$
(attach explanation if the amount certified differs from the amount applied for in line 8. Initial all figures on this Application and on the Schedule of Values that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION NUMBER: 3076325 10J5604
 APPLICATION DATE: 10/17/24
 PERIOD TO: 10/31/24
 ARCHITECT'S PROJECT NO.:

Use Column I on Contracts where variable retainage for line items may apply.

(A) Item NO.	(B) DESCRIPTION OF WORK	(C) SCHEDULED VALUE	(D) WORK COMPLETED PREVIOUS APPLIC. (D+E)	(E) THIS PERIOD	(F) MATERIALS PRESENTLY STORED (NOT IN D or E)	(G) TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(H) % (G/C)	(I) BALANCE TO FINISH (C-G)	(J) RETAINAGE
0001	Bond	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	0.00
0002	Engineering	11,016.00	11,016.00	0.00	0.00	11,016.00	100.00	0.00	0.00
0003	Construction Labor	183,661.00	183,661.00	0.00	0.00	183,661.00	100.00	0.00	0.00
0004	Material	115,470.00	115,470.00	0.00	0.00	115,470.00	100.00	0.00	0.00
0006	CO No. 02-Upgrade to 4" Condui	17,309.00	17,309.00	0.00	0.00	17,309.00	100.00	0.00	0.00
005	Change order 1	14,454.00	14,454.00	0.00	0.00	14,454.00	100.00	0.00	0.00
JOB TOTALS		349,910.00	349,910.00	0.00	0.00	349,910.00	100.00	0.00	0.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2023

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 Marsh & McLennan Agency LLC 2500 Bee Cave Rd,Bldg 1,Ste125 Austin TX 78746		CONTACT NAME: Sean Wosleger PHONE (A/C, No, Ext): 512-226-7919 E-MAIL ADDRESS: sean.wosleger@marshmma.com		FAX (A/C, No):
INSURED Facility Solutions Group, Inc. 4401 Westgate Blvd., Suite 310 Austin TX 78745		INSURER(S) AFFORDING COVERAGE		NAIC #
FACILSOLUT2		INSURER A: Travelers Indemnity Company		25658
		INSURER B: Phoenix Insurance Company		25623
		INSURER C: Travelers Property Casualty Co of Amer		25674
		INSURER D: Starr Indemnity & Liability Company		38318
		INSURER E: Standard Fire Insurance Company		19070
		INSURER F: XL Insurance America, Inc.		24554

COVERAGES

CERTIFICATE NUMBER: 1090614517

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No XCU Excl <input checked="" type="checkbox"/> No Res. Excl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$250k Deductible			VTC2KCO5469B015IND23	12/31/2023	12/31/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2NCAP5469B027PHX23 VTNBAP5469B039PHX23	12/31/2023 12/31/2023	12/31/2024 12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Coll Deductibl \$2,000 / 2,500
C D F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2W5248152325 1000586145231 US00097495LI23A	12/31/2023 12/31/2023 12/31/2023	12/31/2024 12/31/2024 12/31/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 XS \$4M Primary \$21,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB1L1108482325K UB1L11106A2325R	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	SEE REMARKS FOR ADDITIONAL COVERAGES						SEE REMARKS FOR ADDITIONAL COVERAGES

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

Named Insured includes: FSG Electric, Inc.; FSG Lighting; FSG, Inc.; GB Realty Management, LLC; 801 Richfield, LLC; Sign Tech International; Design Electric, Inc.; FSG Signs; Graham Byrne, Ltd.; Tero Technologies, Inc.; Propel Prefab, LLC; FSG Technology Group; Propel Career Academy, LLC; Propel Consulting, LLC; Capital Architectural Signs, Inc.; West-Lite Supply Company, Inc.; Propel Staffing, LLC.

Professional Liability
 Carrier: St. Paul Surplus Lines Insurance Company - (30481)
 Policy No.: ZCE16P64579
 Effective 12/31/2023 - 12/31/2024
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Laredo—Permit Division
 1413 Houston St.
 Laredo TX 78040

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Facility Solutions Group, Inc. 4401 Westgate Blvd., Suite 310 Austin TX 78745	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Limit: \$5,000,000 Each Occurrence/Aggregate
 Deductible: \$10,000 Each Claim

Pollution / Environmental
 Carrier: St. Paul Surplus Lines Insurance Co. (30481)
 Policy No: ZCE16P64579
 Effective 12/31/2023 - 12/31/2024
 Occ / Agg: (SIR Value: \$10k) \$5,000,000

Cyber Liability
 Carrier: Travelers Excess and Surplus Lines (29696)
 Policy No.: 2CIATX17S010503802
 Effective 12/31/2023 - 12/31/2024
 Limit: \$5,000,000 Each Claim/Aggregate
 Retention: \$150,000

Excess Cyber Liability
 Carrier: Fortegra Specialty Insurance Company (16823)
 Policy No.: C4LPX230204CEPMM2023
 Effective 12/31/2023 - 12/31/2024
 Limit: \$5,000,000 Each Claim/Aggregate

Third Party Crime
 Carrier: Travelers Casualty Insurance Company Of America (19046)
 Policy No: 105910238
 Effective 12/31/2023 - 12/31/2024
 Occ: \$2,500,000

Blanket Additional Insured endorsement form #CGD316 edition 02/19 applies to the General Liability policy.
 Blanket Additional Insured endorsement form #CGD604 edition 02/19 applies to the General Liability policy.
 Blanket Additional Insured endorsement form #CGD765 edition 06/14 applies to the General Liability policy.
 Blanket Additional Insured endorsement form #CAT353 edition 02/15 applies to the Automobile Liability policy.

The Umbrella & Excess Liability policies follow form over the General Liability, Automobile Liability, Employers' Liability, and Employee Benefits Liability policies.

Waiver of Subrogation endorsement form #CGD316 edition 02/19 applies to the General Liability policy.
 Waiver of Subrogation endorsement form #CAT353 edition 02/15 applies to the Automobile Liability policy.
 Waiver of Subrogation endorsement form #WC000313 (00) applies to the Workers' Compensation policy.
 Waiver of Subrogation endorsement form #WC420304 (B) applies to the Workers' Compensation policy.

Alternate Employer endorsement form #WC000301 (A) applies to the Workers' Compensation policy.

Primary and Non-Contributory endorsement form #CGT100 edition 02/19 applies to the General Liability policy.
 Primary and Non-Contributory endorsement form #CAT474 edition 02/16 applies to the Automobile Liability policy.

Notice of Cancellation endorsement form #ILT405 edition 03/11 applies to the General Liability policy.
 Notice of Cancellation endorsement form #LT320 edition 09/97 applies to the Automobile Liability policy.
 Notice of Cancellation endorsement form #WC9906Q1 (00) applies to the Workers' Compensation policy.

The General Liability and Automobile Liability policies include blanket additional insured endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Workers Compensation policies include blanket Waiver of Subrogation endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy includes a blanket alternate employer endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Umbrella policies include blanket primary and non-contributory endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Workers Compensation policies include blanket notice of cancellation endorsements that provides the certificate holder with 30 days advanced notice of cancellation only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket additional insured endorsement that provides each premises owner, manager, or lessor as additional insured without a written contract or agreement in place.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Facility Solutions Group, Inc. 4401 Westgate Blvd., Suite 310 Austin TX 78745	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes Contractual Liability when there is a written contract in place between the named insured and the certificate holder which requires such status prior to the loss.

The Umbrella policy follows form over the General Liability, Automobile Liability, and Employers Liability policies.

The Umbrella Liability policy has a \$4,000,000 limit per occurrence/aggregate. However, there are two Excess Liability policies which sit over the Umbrella policy and provide an additional \$21,000,000 per occurrence/aggregate for a combined \$25,000,000 in Umbrella/Excess Liability over the underlying General Liability, Automobile Liability, and Workers' Compensation policies.

The Pollution Liability policy includes a Blanket Additional Insured endorsement which provides automatic additional insured status to any person or organization which is required to be granted this status in a written contract with the Named Insured.

The Pollution Liability policy coverage form includes an Other Insurance clause which states this policy will be Primary and Non-contributory if there is a written contract between the named insured and the certificate holder which requires such status.

The Pollution Liability policy coverage form includes a Waiver of Subrogation clause which applies to the certificate holder when there is a written contract in place between the named insured and the certificate holder which requires such status.

The Cyber Liability policy includes a Blanket Additional Insured clause which provides the certificate holder with additional insured status on a blanket basis when there is a written contract with the named insured which requires such status.

Certificate Holder Includes: City of Laredo

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice

of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or

- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS FOR SPECIFIED POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

TRAVELERS ECP CUSTOMSM GENERAL PROVISIONS FORM

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS FOR SPECIFIED POLLUTION LIABILITY

Designated Person Or Organization For Specified Contractors Pollution Liability:

ANY PERSON OR ORGANIZATION THAT THE "NAMED INSURED" AGREED IN A WRITTEN CONTRACT TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS INSURANCE.

Designated Person Or Organization And Covered Location For Specified Site Pollution Liability:

**Designated Person Or Organization
For Specified Site Pollution Liability:**

Covered Location:

PROVISIONS

1. The following is added to the definition of "insured" in **SECTION IX – DEFINITIONS:**

Only for the purposes of:

- (1) Any Contractors Pollution Liability Coverage;
- (2) Any Contractors Asbestos Pollution Liability Coverage; or
- (3) Any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions";

"insured" also means any person or organization shown as a Designated Person Or Organization For Specified Contractors Pollution Liability in the Schedule Of Designated Persons Or Organizations For Specified Pollution Liability.

However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up

costs" arising out of "covered operations" performed by or on behalf of any "named insured" and only to the extent that the "pollution conditions" are caused by acts or omissions of such "named insured" or any of such "named insured's" subcontractors.

Also, if the "named insured" agreed in a written contract or agreement to include such person or organization as an additional insured under this insurance, the insurance provided to such person or organization is subject to the following provisions:

- (1) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract or agreement, or the limits shown in the *Travelers ECP Custom* Declarations, whichever are less.
- (2) The insurance provided to such person or organization does not apply to any:

POLLUTION LIABILITY

(a) "Bodily injury", "property damage" or "pollution clean-up costs" resulting from:

(i) "Pollution conditions" that commenced before the written contract or agreement was signed by the "named insured"; or

(ii) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before the written contract or agreement was signed by the "named insured"; or

(b) "Bodily injury", "property damage" or "pollution clean-up costs" arising out of any "named insured's" operation, maintenance, or use of equipment rented or leased from that person or organization if the "pollution conditions" commenced after the equipment lease expires.

2. The following is added to the definition of "insured" in **SECTION IX – DEFINITIONS:**

Only for the purposes of:

(1) Any Site Pollution Liability Coverage; or

(2) Any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "operator waste non-owned disposal site pollution conditions";

"insured" also means any person or organization shown as a Designated Person Or Organization For Specified Site Pollution Liability in the Schedule Of Designated Persons Or Organizations For Specified Pollution Liability.

However:

(1) Such person or organization is an "insured" for the purposes of any Site Pollution Liability Coverage only for:

(a) "Bodily injury" or "property damage" resulting from "pollution conditions" at, on, under or from;

(b) "Pollution clean-up costs" for "pollution conditions" from; or

(c) "Bodily injury" or "property damage" resulting from, or "pollution clean-up costs" for, "transportation pollution conditions", if coverage for "transportation pollution conditions" is included in this coverage form, involving "pollutants" being transported to or from;

the "covered location" shown for such person or organization in the Schedule Of Designated Persons Or Organizations For Specified Pollution Liability; and

(2) Such person or organization is an "insured" for the purposes of any Non-Owned Disposal Site Pollution Legal Liability Coverage only for "bodily injury" or "property damage" resulting from, or "pollution clean-up costs" for, "operator waste non-owned disposal site pollution conditions" that are a discharge, dispersal, seepage, migration, release or escape of waste that originated from the "covered location" shown for such person or organization in the Schedule Of Designated Persons Or Organizations For Specified Pollution Liability.

Also, if the "named insured" agreed in a written contract or agreement to include such person or organization as an additional insured under this policy, the insurance provided to such person or organization is subject to the following provisions:

(1) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract or agreement, or the limits shown in the *Travelers ECP Custom* Declarations, whichever are less.

(2) The insurance provided to such person or organization does not apply to any "bodily injury", "property damage" or "pollution clean-up costs" arising out of:

(a) "Pollution conditions" that commenced before the written contract or agreement was signed by the "named insured"; or

(b) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that

organization's employees, and that was not previously disclosed to a "responsible person" before the written contract or agreement was signed by the "named insured".

3. The following is added to Exclusion **b., Claims By Insureds Against Insureds Or By Related Persons Or Organizations,** in Paragraph 2. of **SECTION I – COVERAGE:**
For the purposes of any Contractors Pollution Liability Coverage, Contractors

Asbestos Pollution Liability Coverage, Non-Owned Disposal Site Pollution Legal Liability Coverage or Site Pollution Liability Coverage, Paragraph (1) of this exclusion also does not apply to any "claim" for "loss" that is made by or on behalf of any person or organization that qualifies as an "insured" for such coverage under the Additional Insured - Designated Persons Or Organizations For Specified Pollution Liability endorsement.

POLICY NUMBER: UB-1L110848-23-25-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

INCLUDING:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS :**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

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

- 2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

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

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a.** You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b.** Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a.** Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b.** Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1)** If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a)** The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b)** Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2)** If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a)** The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b)** Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3)** If neither Paragraph (1) nor (2) above applies:

- (a)** The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
- (b)** Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a.** If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES AT WHICH YOU ARE PERFORMING OR HAVE PERFORMED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS

Person Or Organization:

Each premises owner, manager, or lessor that you agree, but not in a written contract or agreement, to include as an additional insured on this Coverage Part.

Project Or Location Of Covered Operations:

Each project for which a written contract you have with a tenant of a premises:

1. Owned or leased by a person or organization that is a premises owner or lessor shown in the Schedule above; or
2. Managed by a person or organization that is a premises manager shown in the Schedule above; requires "your work" to be performed for such tenant.

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Any person or organization shown in the Schedule Of Additional Insureds that is a premises owner, manager or lessor of premises at which you are performing or have performed operations is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage"; and
- b. If, and only to the extent that, the "bodily injury" or "property damage" is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds. The person

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or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to such person or organization does not apply to "bodily injury" or "property damage" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
3. As a condition of coverage provided to the additional insured:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" took place;

- (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence".

- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this insurance.