

## GRANT AGREEMENT AND PERMIT TO ENTER

Between

A. Ruiz Construction Co. & Assoc., Inc

and

San Francisco Recreation and Park Department

(dated May 16, 2014 for reference purposes)

WHEREAS, The Recreation and Park Department ("Department" or "RPD") operates and maintains real property owned by the City and County of San Francisco ("City") on Visitacion Avenue and Hahn Street, commonly known as the Herz Playground ("Park"); and

WHEREAS, the baseball diamond at the park is in the process of being renovated creating a need for a new pathway from the adjacent swimming pool building up to the athletic field; and

WHEREAS, A. Ruiz Construction Co. & Assoc., Inc. ("ARCCO") recognizes the need such a pathway and as such proposes to give the Department a grant-in-place valued at approximately \$117,000 to improve the existing pathway ("the Grant"); and

WHEREAS, RPD and ARCCO have developed a scope of work for the Grant and the Department has reviewed and approved the scope of work set forth in Exhibit A ("the Pathway Improvement"); and

WHEREAS, On May 15, 2014 the Recreation and Park Commission approved this Agreement and recommended that the Board of Supervisors accept the Grant from ARCCO; and

WHEREAS, The Department's acceptance of the Grant is subject to and contingent upon approval by the Board of Supervisors.

Now, therefore, it is agreed as follows:

Subject to and contingent upon approval by the San Francisco Board of Supervisors, the Department accepts the Grant from ARCCO and authorizes ARCCO to perform the Pathway improvements subject to the following conditions:

1. **Permission to Enter.** The Department confers to ARCCO a revocable, personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use the real property owned by City known as Herz Playground for the limited purpose of conducting the Pathway Improvement as set forth in Exhibit A subject to the terms, conditions and restrictions set forth below. This Agreement gives ARCCO a license only, revocable at any time at the will of City, and notwithstanding anything to the contrary herein, this Agreement does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Herz Playground, or any portion thereof.
2. **Costs.** ARCCO shall be responsible for all costs or expenses of any kind or nature in connection with the Pathway Improvement.
3. **Scope of Work/Timeline.** ARCCO will perform the Pathway Improvements in general accordance with the document titled, "Approved Scope of Work," dated May 8, 2014

attached hereto as **Exhibit A**, including any changes or modifications thereto agreed to by the Parties. ARCCO and the Department will create a timeline for the Pathway Improvement. Following the Department's approval of the final Pathway Improvements plan and timeline, ARCCO will execute the Pathway Improvements in accordance with the approved timeline and plan.

4. **Contractor/Installation Requirements.** ARCCO may conduct the Pathway Improvement only upon satisfaction of the following conditions, which are for the sole benefit of the City. ARCCO, and all other entities or individuals providing services for the Pathway Improvements shall comply with the following requirements and require any such other contractors or agents it procures for the Pathway Improvement to comply with the following requirements in performing work at the Park:
- a. Ensure that any and all improvements to the Park comply with all applicable laws, statutes, ordinances and governmental rules and regulations, including but not limited to all federal and state laws governing disability access. Before beginning any work, ARCCO shall obtain all permits, licenses and approvals that may be required by any regulatory agency to commence and complete the Pathway Improvements.
  - b. Maintain for the duration of the Pathway Improvement Project informational signs and/or banners in the Park to be posted by the Department alerting the public to the date and time the project will take place.
  - c. Work with RPD to implement appropriate measures to ensure public safety while working in the Park, including, but not limited to, erecting safety barriers and caution signage and/or tape.
  - d. Pay its employees any prevailing rate of wage that may be applicable for the craft or classification of work performed.
  - e. Adhere to Occupational Safety & Health Administration standards related to landscape contractor and general engineering services.
  - f. Restoration of Area. Immediately following completion of the Pathway Improvement, ARCCO shall remove all debris and any excess dirt to the satisfaction of the Department.
  - g. ARCCO shall perform the Pathway Improvements properly and expeditiously, consistent with such professional skill, care and diligence as are exercised by a competent professional in the commensurate field with experience in the design, construction and administration of such projects of a comparable kind and scope to this project in the San Francisco area. ARCCO shall use, and shall cause their agents to use, due care at all times to avoid any damage or harm to City's property and to native vegetation and natural attributes of the Park. ARCCO shall not do anything about the Park that will cause damage to any of City's property. If any portion of the Park or any property of City located on or about the Park is damaged by any of the activities conducted by ARCCO or its agents hereunder,

ARCCO shall immediately, at their sole cost, repair any and all such damage and restore the area or property to its previous condition.

**5. Insurance**

a. ARCCO shall procure and keep in effect at all times during the Pathway Improvement, at ARCCO's expense, and cause its contractors and subcontractors to maintain, at all times during any construction activities in the Park, insurance in the following amounts and coverages during the full term of this Agreement:

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees and to provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Compliance with the provisions of this Section 5 shall in no way relieve or decrease the indemnification obligations under this Agreement or any of the other obligations hereunder.

**6. Indemnification.** To the fullest extent permitted by law, ARCCO shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of ARCCO or loss of or damage to property, arising directly or indirectly from ARCCO's performance of this Agreement, including, but not limited to, ARCCO's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void

or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on ARCCO, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. ARCCO shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**To the fullest** extent permitted by the laws of the State of California, ARCCO hereby forever waives, relinquishes, defends, discharges and holds harmless the City, its commissioners, officers, employees, agents and volunteers, from any and all claims of every nature whatsoever, which either of them may have at any time against the City, its commissioners, officers, employees, agents and volunteers, including without limitation claims for personal injury or property damage sustained or incurred by ARCCO or any person claiming by, through or under ARCCO, relating directly or indirectly to ARCCO's work to refurbish the Pathway.

The obligations set forth in this section shall survive termination of this Agreement.

7. **Public Relations.** RPD and ARCCO shall use good faith efforts to cooperate on matters of public relations and media responses related to the Pathway Project and also on any matters related to the baseball diamond project being conducted concurrently. The Parties shall also use good faith efforts to cooperate with any inquiry by the other Party or by the public in regard to this Agreement. This Agreement, and any report or memorandum between the Parties, shall be subject to the disclosure requirements of the City's Sunshine Ordinance and the California Public Records Act.

Any response to an inquiry by a news or community organization to RPD or ARCCO in reference to the Project shall include a recommendation to contact the other Party. Neither ARCCO nor RPD shall issue a press release in regard to this Agreement without providing prior notice to the other party. To facilitate the execution of this Section, the City and ARCCO have each designated one person as a spokesperson with respect to this Agreement. All media contacts to RPD will be directed to the Director of Policy and Public Affairs at the address provided for RPD in Section 10 below. All media contacts to ARCCO will be directed to Anthony Ruiz at the address provided for in Section 10 below.

Nothing in this Agreement shall prohibit ARCCO or RPD from discussing this Agreement in response to inquiries from the public or the press

8. **Final Acceptance.** Upon notice from ARCCO that (a) the improvements undertaken by ARCCO are complete in accordance with the approved scope of work attached as Exhibit A, and (b) ARCCO has obtained all necessary regulatory approvals, and upon

submission to the City of the waivers and releases from all contractors and sub contractors and assignments required under this Agreement, RPD shall, within 3 days of such notice, perform a final inspection of the Property. Upon RPD's inspection and decision to accept the improvements, RPD will, no later than seven (7) days from such decision to accept the work, prepare a letter of final acceptance (the "Acceptance Letter") addressed to ARCCO. Upon receipt of the Acceptance Letter, ARCCO shall immediately remove all of its property including but not limited to tools, equipment and debris from the Property and shall repair, at ARCCO's cost, any damage to the Property caused by such removal or caused by ARCCO's construction activities on the Property as permitted hereunder, and shall with the exception of the land underneath the improvements and subject to the scope of work restore the Property to its condition prior to construction of the improvements undertaken by ARCCO. Prior to delivery of the Acceptance Letter to ARCCO, the improvements shall not be open to the public.

9. **Termination.** The Department may terminate this Agreement and the Pathway Improvement to be performed by ARCCO or any other entity associated with the Grant or the Pathway Improvement project for any reason and without cause, upon not less than seven (7) days written notice to ARCCO.

10. **Contacts/Notices:**

SF Recreation and Park Department: Partnerships Division, McLaren Lodge in Golden Gate Park, 501 Stanyan Street San Francisco, CA 94117

ARCCO	SF RECREATION AND PARK DEPARTMENT
Anthony Ruiz Director A. Ruiz Construction Co. & Assoc., Inc 1601 Cortland Avenue San Francisco, CA 94110	Philip A. Ginsburg, General Manager SF Recreation & Parks Department 501 Stanyan Street San Francisco, CA 94117
	<p><u>with a copy to:</u>            Julia Friedlander            Deputy City Attorney            Office of the City Attorney, General Government Team            City and County of San Francisco            City Hall, Room 234            1 Dr. Carlton B. Goodlett Place            San Francisco, CA 94102</p> <p>and</p> <p>Sarah Ballard            Director of Policy and Public Affairs            SF Recreation &amp; Parks Department            501 Stanyan Street            San Francisco, CA 94117</p>

**11. Miscellaneous.**

- a. This Agreement may be amended or modified only in writing signed by ARCCO, and the Department.
- b. This Agreement (including the Exhibits hereto, which are incorporated herein by reference) contains the entire understanding between the Parties as of the date of this Agreement, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.
- c. All actions described herein including but not limited to the performance of the Pathway Improvement as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City's charter, its municipal code and applicable state and federal laws, building codes and regulations.
- d. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the General Manager of RPD or his or her designee in his or her sole and absolute discretion.
- e. This Agreement is for the benefit of the City only and there are no third party beneficiaries.

Approvals:

 5/16/14

Antonio Ruiz                      Date  
Director  
A. Ruiz Construction Co. & Assoc., Inc  
1601 Cortland Avenue  
San Francisco, CA 94110

 5/23/14

Phil Ginsburg                      Date  
General Manager  
Recreation and Park Department  
501 Stanyan Street  
San Francisco, CA 94117

Attachments:

- Exhibit A:    Approved Scope of Work
- Exhibit B:    Insurance Documents

## **Exhibit A: Approved Scope of Work**





Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

**Scope of work**  
8 May 2014

**Herz Playground - New Pathway by A. Ruiz Construction Co. & Assoc., Inc.**

- Scope of work includes all labor and materials is to construct a new 6-foot asphalt pathway from the rear of the Coffman Pool Building to the newly constructed basketball court at west side of the baseball grounds. Per attached sketch.
- This includes new base rock aggregate base Class 2 rock and edge form lumber along the path.
- Maximum grade shall be less than 5%.
- Contractor shall provide a minimum 60 inch x 60 inch pad every 200 ft max along pathway per approved MOD plans.



## **Exhibit B: Insurance Documents**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/13/2014

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).

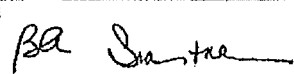
PRODUCER 0666614 1-925-226-7350 One Risk Management & Insurance Services, LLC 5976 W. Las Positas Blvd. Suite 100 Pleasanton, CA 94588	CONTACT NAME: PHONE (A/C No. Ext): 925-226-7350 FAX (A/C No): 925-226-7380 E-MAIL ADDRESS: info@oneriskgroup.com														
INSURED A. Ruiz Construction Co. & Assoc., Inc. 1601 Cortland Avenue San Francisco, CA 94110	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER B: Wesco Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C: NATIONAL FIRE INS CO OF HARTFORD</td> <td>20478</td> </tr> <tr> <td>INSURER D: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER E: LIBERTY SURPLUS INS CORP</td> <td>10725</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: VALLEY FORGE INS CO	20508	INSURER B: Wesco Insurance Company	20508	INSURER C: NATIONAL FIRE INS CO OF HARTFORD	20478	INSURER D: TRAVELERS PROP CAS CO OF AMER	25674	INSURER E: LIBERTY SURPLUS INS CORP	10725	INSURER F:	
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COVERAGES CERTIFICATE NUMBER: 39683822 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 RUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	4034425516	11/11/13	11/11/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	WPA1632097 01	11/11/13	11/11/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		4034425502	11/11/13	11/11/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	X	DT-JUB-365K470-A-14	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE + EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability (Occurrence Form)		UBB8F100500113	11/11/13	11/11/14	Each Claim 2,000,000 Policy Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: 201409- Pathway Improvement at Herx Playground Park

<b>CERTIFICATE HOLDER</b> City & County of San Francisco Dept. of Parks & Recreation Partnerships Division; McLaren Lodge in Golden Gate Park 501 Stanyan Street San Francisco, CA 94117 USA	<b>CANCELLATION</b> 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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ACORD 25 (2010/05)  
 lorenza01  
 39683822

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POLICY NUMBER: WPA1032097 01

COMMERCIAL AUTO  
CA 20 48 02 99

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

### DESIGNATED INSURED

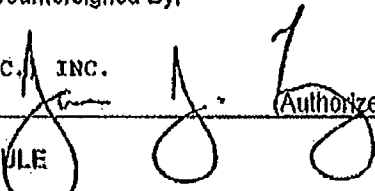
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective: 11/11/13	Countersigned By: 
Named Insured: A. RUIZ CONSTRUCTION CO & ASSOC., INC. MJB STEEL PRODUCTS CO., INC.	(Authorized Representative)

#### SCHEDULE

**Name of Person(s) or Organization(s):**  
 ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED IN A WRITTEN  
 CONTRACT, EXECUTED PRIOR TO LOSS, TO NAME AS ADDITIONAL INSURED.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

WAIVER OF SUBROGATION APPLIES

**CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. The changes this endorsement makes do not apply with respect to any coverage that has been excluded or amended by another endorsement attached to this policy.

**SCHEDULE**

Coverage is summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

<b>1. Additional Insureds</b> Seven additional insured extensions.
<b>2. Bodily Injury - Expanded Definition</b>
<b>3. Broad Knowledge of Occurrence/ Notice of Occurrence</b>
<b>4. Broad Named Insured</b>
<b>5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work"</b> Limit: \$100,000.
<b>6. Contractual Liability - Railroads</b> Expanded definition of "insured contract."
<b>7. Contractual Liability For Personal And Advertising Injury</b>
<b>8. Electronic Data Liability</b> Loss of Electronic Data Limit: \$100,000.
<b>9. Expanded Personal And Advertising Injury - Discrimination Or Humiliation</b>
<b>10. Expected Or Intended Injury</b> Reasonable force - "bodily injury" or "property damage."
<b>11. General Aggregate Limits Of Insurance - Per Project</b>
<b>12. In Rem Actions</b>
<b>13. Incidental Health Care Malpractice Coverage</b>
<b>14. Joint Ventures/Partnership/Limited Liability Companies</b> Coverage for your interest in such terminated or ended organizations.
<b>15. Legal Liability/Alienated Premises/Borrowed Equipment Coverage</b> Extended perils. Default limit increased to \$600,000 for Damage to Premises Rented To You. \$25,000 limit for "property damage" to borrowed tools or equipment at a jobsite.
<b>16. Liberalization Clause</b>
<b>17. Liquor Liability Coverage Extension</b>
<b>18. Medical Payments</b> Limits increased to \$15,000. Reporting increased to three years from the date of accident.
<b>19. Non-owned Aircraft Coverage</b>
<b>20. Non-owned Watercraft</b> Increased to 75 feet.
<b>21. Primary And Non-Contributory To Other Insurance</b>
<b>22. Property Damage - Elevators</b>
<b>23. Supplementary Payments</b> Cost of bail bonds increased to \$5,000. Daily loss of earnings increased to \$1,000.
<b>24. Unintentional Failure To Disclose Hazards</b>
<b>25. Waiver of Subrogation - Blanket</b> Waiver of subrogation where required by written contract or written agreement.
<b>26. Wrap-Up Extension</b>



**1. ADDITIONAL INSURED**

**SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (called additional insured) described in paragraphs A. through G. below whom you are required to add as an additional insured on this policy under a written contract or written agreement, provided the written contract or written agreement:

- i. Is currently in effect or becomes effective during the term of this policy; and
- ii. Was executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury" for which the additional insured seeks coverage.

However, we will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. The maximum permitted by law;
- b. Required in the written contract or written agreement;
- c. Afforded to you under this policy; or
- d. Described in the applicable paragraphs A. through G. below.

**A. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- 1. Their financial control of you; or
- 2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

**C. Lessor - Equipment**

- 1. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- 2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**D. Lessor - Land**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**E. Lessor - Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions**

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- 1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises



you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, holstaway 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.
2. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
  3. This insurance does not apply to:
    - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A governmental permit which requires you to add the governmental entity as an additional insured will trigger this Provision 1. as if the permit were a written contract.

## 2. BODILY INJURY – EXPANDED DEFINITION

SECTION V – DEFINITIONS, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

## 3. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Condition 2. Duties in The Event of Occurrence, Offense, Claim or Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following provisions:

### A. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

## B. NOTICE OF OCCURRENCE

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

## 4. BROAD NAMED INSURED

- A. Any subsidiary or affiliate organization, other than a partnership, joint venture or limited liability company, in which a Named Insured specifically shown in the Declarations has management control, directly or through one or more subsidiary organizations, at the time of loss will qualify as a Named Insured but only if there is no other similar insurance available to such organization, nor similar insurance which would be available but for exhaustion of its limits. For the purpose of this provision, similar insurance means general liability or equivalent insurance, no matter whether its coverage is broader or narrower than that provided by this insurance. But if the only other similar insurance is for a "consolidated (wrap-up) program," then a subsidiary that qualifies as a Named Insured on such project-specific insurance can still qualify as a Named Insured on this insurance, but not for projects covered by the "consolidated (wrap-up) program."

[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

- B. This endorsement does not apply to any organization for which coverage is excluded by another endorsement attached to this policy.
- C. Only for the purpose of this endorsement:



1. Management control means:
    - a. Ownership interest representing more than 50% of the voting, appointment, or designation power for the subsidiary organization's governing body; or
    - b. Having the right, pursuant to a written contract, or pursuant to the by-laws, charter, operating agreement, or similar document of a specifically shown Named Insured or controlled subsidiary organization to select, appoint, or designate a majority of the subsidiary organization's governing body. Such contract or document must have been created prior to the time of loss; or
    - c. Having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer and sell property held by a trust.
  2. Governing body means the Board of Directors of a corporation.
  3. Loss means:
    - a. The occurring of the "bodily injury" or "property damage"; or
    - b. The committing of the offense that caused the "personal and advertising injury."
  - D. The insurance provided by this policy applies to Named Insureds when trading under their own names, or under such trading names or doing-business-as (DBA) names as any should choose to employ.
  5. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO "YOUR PRODUCT" AND "YOUR WORK"**
    - A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete exclusions k. and l. and replace them with the following:  
[This insurance does not apply to:]
      - k. **Damage to Your Product**  
"Property damage" to "your product" arising out of it, or any part of it except when caused by or resulting from:
        - (1) Fire;
        - (2) Smoke;
        - (3) Collapse; or
        - (4) Explosion.
    - I. **Damage to Your Work**  
"Property damage" to "your work" arising out of it, or any part of it and included in the "products-completed operations hazard."  
This exclusion does not apply:
      - (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
      - (2) If the cause of loss to the damaged work arises as a result of:
        - (a) Fire;
        - (b) Smoke;
        - (c) Collapse; or
        - (d) Explosion.
  - B. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:  
Subject to 5. above, \$100,000 is the most we will pay under Coverage A for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard." This sublimit does not apply to "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
  - C. This Provision 5. Broadened Liability Coverage For Damage To "Your Product" And "Your Work" does not apply if an endorsement of the same name is attached to this policy.
6. **CONTRACTUAL LIABILITY – RAILROADS**  
With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in SECTION V – DEFINITIONS is replaced by the following:  
"Insured Contract" means:
  - 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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;





- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**7. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY**

Under SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to delete exclusion e. Contractual Liability.

This provision 7. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

**8. ELECTRONIC DATA LIABILITY**

A. Under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

[This insurance does not apply to:]

- p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury."

**B. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:**

Subject to 6. above, \$100,000 is the most we will pay under Coverage A for all damages arising out of any one "occurrence" because of "property damage" that results from physical injury to tangible property and arises out of "electronic data."

**C. The following definition is added to the SECTION V – DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**D. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:**

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data," resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to**



this policy, then the \$100,000 limit provided by this Provision 8. Electronic Data Liability is part of, and not in addition to, that higher limit.

**9. EXPANDED PERSONAL AND ADVERTISING INJURY - DISCRIMINATION OR HUMILIATION**

A. SECTION V -- DEFINITIONS is amended to add the following to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The Insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the Insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any Insured.

B. Under SECTION I -- COVERAGE B -- PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions is amended to add the following additional exclusions:

[This insurance does not apply to:]

**Discrimination Relating To Room, Dwelling or Premises**

"Personal or advertising injury" caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

**Fines Or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

This provision 9. does not apply to any person or organization who otherwise qualifies as an additional Insured on this Coverage Part.

**10. EXPECTED OR INTENDED INJURY**

Under SECTION I -- COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is

amended to delete exclusion a. Expected or Intended Injury and replace it with the following:

[This insurance does not apply to:]

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.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises you own or rent, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most we will pay for the sum of:

1. All damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

2. All medical expenses under Coverage C,

that arise from "occurrences" or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project Aggregate Limit of any other construction project.

B. All:

1. Damages under Coverage B, regardless of the number of locations or construction projects involved;

2. Damages under Coverage A, caused by "occurrences" which cannot be attributed solely to ongoing operations at a single construction project, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

3. Medical expenses under Coverage C caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.



- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project Aggregate Limit or the General Aggregate Limit, depending on whether the "occurrence" can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," regardless of the number of locations involved will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- E. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.
- 12. IN REM ACTIONS**
- Any action in rem against any vessel owned or operated by or for you, or chartered by or for you will be treated in the same manner as though the action were in personam against you.
- In rem is a term used to designate actions instituted against the thing, as distinct from actions against the person, which are said to be in personam.
- 13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**
- A. With respect only to "bodily injury" that arises out of a "health care incident," COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY OF SECTION I - COVERAGES is amended to replace Insuring Agreement Paragraphs 1.b.(1) and 1.b.(2) with the following:
- b. This insurance applies to "bodily injury" only if you are not in the business of providing professional health care services, and only if:
- (1) The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory." For the purpose of this insurance:
- (a) "Bodily injury" caused by a "health care incident" will be considered caused by an "occurrence"; and
- (b) All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single "occurrence";
- (2) The "bodily injury" occurs during the policy period. All "bodily injury" arising from an "occurrence" will be deemed to have occurred at the time of the first act, error, or omission that is part of the "occurrence"; and
- B. With respect only to the insurance provided by this Provision 13., Exclusion 2.e. Employer's Liability of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, is amended to append the following:
- Only for "bodily injury" not covered by other liability insurance (including state-sanctioned self insurance) available to the insured (or which would be available but for exhaustion of its limits), this exclusion does not apply to "bodily injury" that arises out of a "health care incident."
- C. SECTION V - DEFINITIONS is amended to add the following new definition:
- "Health care incident" means a negligent act, error or omission by your "employees" or "volunteer workers" working on your behalf in the rendering of or failure to render professional health care services in any of the following capacities, or the related furnishing of food, beverages, medical supplies or appliances:
- a. Physician;
  - b. Nurse;
  - c. Emergency medical technician;
  - d. Paramedic;
  - e. Chiropractor;
  - f. Dentist;
  - g. Athletic trainer;
  - h. Audiologist;
  - i. Physical therapist;
  - j. Psychologist;
  - k. Speech therapist;
  - l. Other allied health professional; or



m. Provider of first aid or Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**D. SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2, Exclusions** is amended to add the following additional exclusions. These new exclusions apply only to this Incidental Health Care Malpractice Coverage:

[This Insurance does not apply to:]

**Dishonesty or Crime**

Any dishonest, criminal or malicious act, error or omission.

**Clinical Trials / Product Testing**

Acts, errors or omissions that occur in the course of human clinical trials or product testing.

**Medicare/Medicaid Fraud**

Medicare or Medicaid fraud or abuse.

**Services Excluded by Endorsement**

Any "health care incident" for which coverage is excluded by endorsement.

**E. SECTION V - DEFINITIONS** is amended to add the following subparagraph to Paragraph f. of the definition of "insured contract":

Paragraph f. does not include that part of any contract or agreement:

(4) Under which you assume another's tort liability for "bodily injury" arising out of the rendering of or failure to render professional health care services.

**F. SECTION II - WHO IS AN INSURED** is amended to add the following provisions:

1. Your "employees" are insureds with respect to:

- a. "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or while performing duties related to the conduct of your business; and
- b. "bodily injury" to a "volunteer worker" while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

2. Your "volunteer workers" are insureds with respect to:

a. "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business; and

b. "bodily injury" to an "employee" while in the course of the "employee's" employment by you or while performing duties related to the conduct of your business;

when such "bodily injury" arises out of a "health care incident."

3. Paragraphs 2.a. (1)(a), (b) and (c) of SECTION II - WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided this Provision 13.

4. Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED is deleted.

**G. With respect to the Insurance provided by this Provision 13., the following is added to Paragraph 4.b.(1) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

To the extent this Insurance applies, it is excess over any of the other insurance (including qualified self insurance), whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

A. The following is added to SECTION II - WHO IS AN INSURED:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period, but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company;
- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; or
- c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."



[Please see Item 26.C. of this endorsement for the definition of "consolidated (wrap-up) program."]

- B. The last paragraph of SECTION II - WHO IS AN INSURED is deleted and replaced by the following:

Except as provided under the Contractors' General Liability Extension Endorsement or by the attachment of another endorsement (if any), 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.

**16. LEGAL LIABILITY/ALIENATED PREMISES/  
BORROWED EQUIPMENT**

- A. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2, Exclusions is amended to delete exclusion J. Damage to Property in its entirety and replace it with the following:

[This insurance does not apply to:]

**J. Damage to Property**

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the Insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work."

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to tools or equipment loaned to you. A separate limit of insurance applies to such tools or equipment that are damaged while being used in your operations.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE the last paragraph of Paragraph 2, Exclusions is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner nor to the 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.

- C. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most we will pay under Coverage A for damages arising out of any one "occurrence" because of "property damage" to tools or equipment loaned to you by others that occurs while the equipment is being used to perform operations.

- D. Paragraph 6. Damage To Premises Rented To You Limit of SECTION III - LIMITS OF INSURANCE is replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under SECTION - I - COVERAGE A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or



b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:

(ii) That is properly insurance for premises rented to you, for premises temporarily occupied by you with the permission of the owner; or for personal property of others in your care, custody or control;

F. This Provision 15. does not apply if Damage To Premises Rented To You Liability under SECTION - I - COVERAGE A is excluded by endorsement.

#### 16. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

#### 17. LIQUOR LIABILITY

Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended to delete exclusion c. Liquor Liability.

This provision 17. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

#### 18. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE is deleted and replaced by the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under SECTION - I - COVERAGE C for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000; or
- (2) The amount shown in the Declarations for Medical Expense Limit.

B. Paragraph 1.a.(3)(b) of SECTION I - COVERAGE C MEDICAL PAYMENTS, is replaced by the following:

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

This paragraph B. does not apply to medical expenses incurred in the state of Missouri.

#### 19. NON-OWNED AIRCRAFT

Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended such that exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. The aircraft is rented to you with a trained, paid crew; and
3. The aircraft does not transport persons or cargo for a charge.

#### 20. NON-OWNED WATERCRAFT

Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions is amended to delete subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft and replace it with the following.

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
  - (a) Less than 75 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### 21. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to Paragraph 4. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this Provision 21., the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

This Provision 21. does not apply in situations where the endorsement on this policy affording coverage to the additional insured specifies that this insurance is excess over any other insurance available to that additional insured.

#### 22. PROPERTY DAMAGE - ELEVATORS



A. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions is amended such that exclusion k. Damage to Your Product, and subparagraph (3), (4) and (6) of exclusion j. Damage to Property do not apply "properly damage" that results from the use of elevators.

B. With respect only to the coverage provided by this endorsement, Condition 4. Other Insurance in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph b.(1)(a)(v):

4. Other Insurance

b. Excess Insurance

(1) This Insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis;

(v) That is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$5,000;

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If unintentionally you should fail to disclose all existing hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

26. WRAP-UP EXTENSION: OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a "consolidated (wrap-up) insurance program" by applicable state statute or regulation:

If the endorsement EXCLUSION - CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then the following changes apply:

A. The following wording is added to the endorsement:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to those sums you become legally obligated to pay as damages because of:

1. "Bodily Injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf; nor
2. "Bodily Injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following subparagraph 4.b.(1)(c) to Condition 4. Other Insurance:

[This Insurance is excess over:]

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as



respects your involvement in that "consolidated (wrap-up) insurance program."

C. SECTION V - DEFINITIONS is amended to add the following definition:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human

residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

This provision 26. does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
  2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
    - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
    - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      - (1) The "written contract" requires you to provide the additional insured such coverage; and
      - (2) This Coverage Part provides such coverage.
  2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph B.1. above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
  3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
    - a. The maximum permitted by law;
    - b. That required by the "written contract";
    - c. That described in B.1. above; or
    - d. That afforded to you under this policy,
 whichever is less.
  4. Notwithstanding anything to the contrary in Condition 4, Other Insurance (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or



any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

6. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
- a. 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; and
    - (2) Supervisory, inspection, architectural or engineering activities; or
  - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.
- G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:
1. The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:  
An additional insured under this endorsement will as soon as practicable:
    - (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
    - (2) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
    - (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
    - (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."
- D. Only for the purpose of the insurance provided by this endorsement, SECTION V – DEFINITIONS is amended to add the following definition:
- "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
1. Is currently in effect or becomes effective during the term of this policy; and
  2. Was executed prior to:
    - a. The "bodily injury" or "property damage"; or
    - b. The offense that caused the "personal and advertising injury,"
 for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 70 ( A) - 001

POLICY NUMBER: (DTJUB-365K470-A-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 08.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

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 to which it is attached and is effective on the date listed unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2014 Insured A. Rulz Construction Co. & Assoc.

Policy No. DTJUB-365K470-A-14

Endorsement No. Premium

Insurance Company Travelers Property Casualty Insurance Company of America

Countersigned by [Signature]

DATE OF ISSUE: 12/27/13

ST ASSIGN:

Page 1 of 1

**RECREATION AND PARK COMMISSION**

**City and County of San Francisco**

**Resolution No. 1405-010**

**HERZ PLAYGROUND**

**RESOLVED**, That this Commission does: 1) accept an in-kind grant of goods and services with an estimated value of approximately \$117,000 from A. Ruiz Construction Co. & Assoc., Inc. to improve pathways at Herz Playground and 2) recommend that the Board of Supervisors accept the in-kind grant.

Adopted by the following vote:

Ayes	5
Noes	0
Absent	1

I hereby certify that the foregoing resolution  
was adopted at the Recreation and Park  
Commission meeting held on May 15, 2014

  
Margaret A. McArthur, Commission Liaison