

ITEM # 19-0801

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 4  
PROFESSIONAL SERVICES AGREEMENT  
ABBA TECHNOLOGIES, INC.  
(IT Support Services - 2016)**

This AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 16, 2016 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Abba Technologies, Inc. ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide IT professional support services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '16/30/P).

Pursuant to Article 18, Amendment of the Agreement and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include within the Scope of Work, remote support, routine scheduled maintenance, vendor software maintenance, antivirus and internet security, policy management, multi-domain SSL exchange, Veeam for onsite and cloud backup, restore and disaster recovery and IT technical support computers and servers at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station as described in Exhibit A attached hereto, which exhibit replaces, in its entirety, the Exhibit A attached to the Agreement.

**2. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty Thousand Dollars and No Cents (\$30,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed One Hundred Thirty-Five Thousand Dollars and No Cents (\$135,000.00), including applicable gross receipts taxes pursuant to the fee schedule (pricing) set forth in the Scope of Work attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$35,000.00
AMENDMENT NO. 1	\$35,000.00
AMENDMENT NO. 2	\$35,000.00
AMENDMENT NO. 3	\$0.00
AMENDMENT NO. 4	\$30,000.00
CONTRACT TO DATE	\$135,000.00

B. Contractor shall be responsible for payment of gross receipts taxes by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

**3. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on June 16, 2020, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.


**4. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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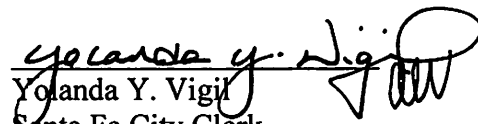
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

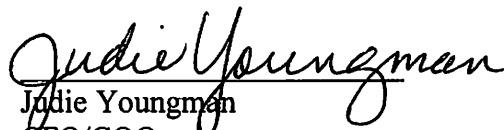
  
Renee Villarreal  
Chairperson, Joint Powers Board

9/19/19  
Date:

**ATTEST:**

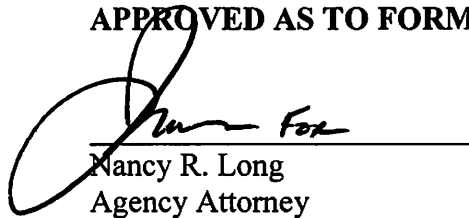
  
Yolanda Y. Vigil  
Santa Fe City Clerk

**CONTRACTOR:**

  
Judie Youngman  
CFO/COO  
Abba Technologies, Inc.

9/24/2019  
Date:

**APPROVED AS TO FORM:**

  
Nancy R. Long  
Agency Attorney

9.19.19  
Date:

**EXHIBIT A**

**Scope of Services  
Abba Technologies, Inc.**



**Corporate Headquarters**  
5301 BEVERLY HILLS AVE. NE  
Albuquerque, NM 87113  
Phone 505.889.3337  
Phone 1.888.ABBATECH  
Fax 505.889.3338  
**WWW.abbatech.com**

Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency 149  
Wildlife Way  
Santa Fe, NM 87506

Abba Technologies is pleased to provide IT Professional support services for the Santa Fe Solid Waste Management. Below is a Scope of Work and pricing information. Thank you for choosing Abba Technologies.

**Scope of Work**

User Help Desk w/ Two-Hour Maximum Response Time Onsite and Remote Support  
Routine Scheduled Maintenance  
Vendor Management (Wasteworks, Kronos, etc.) Software Distribution  
License Usage Management IT Policy Management  
Anti-Virus/ Spyware Management  
Proactive Optimization and Monitoring (patches, event logs, service logs, etc.)

Description	Qty	Unit Price	Total Price	Tax	Taxable
Server Support	3	200.00	600.00	47.25	Yes
Desktop/Laptop Support	27	55.00	1485.00	116.95	Yes
ESET Server Security Suite	6	5.00	30.00	2.36	Yes
ESET PC Security	29	2.50	72.50	5.71	Yes
Abba Hosted Exchange	27	2.00	54.00	4.25	Yes
Veeam Backup & Replication Enterprise for Hyper V	3	12.00	36.00	2.84	Yes
Veeam Cloud Connect Backup	1	5.00	5.00	.39	Yes
1 TB Cloud Office	1	150.00	150.00	11.81	Yes
Hyper V Host	1	50.00	50.00	3.94	Yes
Totals			2482.50	195.50	
<b>Total Monthly Billing w/ NMGR</b>		<b>\$2,678.00</b>			

Pricing can change based on increase or decrease to the size of the customer's environment.

## Project Work

Project work will be billed at the applicable rate on the Abba Technologies State Pricing Agreement.

Work beyond the scope of this support agreement would include, but not be limited to:

- Bringing a new capability to the customer that did not pre-exist Abba's management of the environment,
- Installation of new server environment,
- Installation of new wireless infrastructure,
- Virtualization or cloud deployment of server infrastructure,
- VPN Setup,
- Firewall installation,
- Network redesign.

Currently, the Agency has, but not limited to, the following inventory of equipment, software, etc.:

### **Network-**

- Includes servers 3 Servers with the Server OS (Server, SFSW-HyperV-01, SFSW-VEEAM)
- computers (24), laptops (3),
- network print servers and printers,
- time clocks (Kronos end Devices),
- Routers (Ciena, managed by CenturyLink), VPN Routers (Ciena managed by CenturyLink),
- Wireless Access Points (7 Ubiquiti 5 inside and 2 outside),
- Cisco ASA 5506 Firewalls (2), and File servers, and Digi-Port Servers(3).

The network comprises two sites and six buildings. The buildings are linked by 2 wireless bridges and the sites by a Fiber Optic and Point to Point VPN (both provided by ISP). Internet is 100MB connection (provided by CenturyLink) with a central gateway in the administration building at the Landfill.

### **Backup System –**

Local backups are performed using Veeam backup and replication with a retention period of 14 days. One (1) TB of offsite storage is allocated for this.

### **Software –**

- General productivity software (Microsoft and Adobe),
- Antivirus (ESET),
- Kronos time clock software,
- Carolina Software (WasteWorks) scale software,
- Mitel VOIP phone system,
- Performance Now software, JDEdwards Accounting Software (City system),
- credit card payment system,
- CAT equipment parts software,
- FitPro respirator fit test software,
- JJ Keller cloud-based health and safety software, and
- cloud-based fleet management software.

**Miscellaneous –**

- Camera surveillance equipment and software,
- Motorola handheld radios, cell phones (various types), Trimble base station/rover/equipment (GPS system), communication lines, and copiers (5).

CONTRACTOR:     Judie Youngman  
                      Email: judie.youngman@abbatech.com CFO/COO  
                      Abba Technologies, Inc.  
                      5301 Beverly Hills Ave., NE  
                      Albuquerque, NM 87113





## City of Santa Fe Summary of Contracts, Agreements, & Amendments

### Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☐

or CONTRACT AMENDMENT ☒

2 Name of Contractor Abba Technologies, Inc.

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$35,000.00

Termination Date: June 16, 2016

☒ Approved by JPB Date: June 16, 2016

☐ or by SFSWMA Director Date: \_\_\_\_\_

Contract is for: IT Support Services - 2016

Amendment # 4 to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \$30,000.00

Extend Termination Date to: June 16, 2020

☒ Approved by JPB Date: September 19, 2019

☐ or by SFSWMA Director Date: \_\_\_\_\_

Amendment is for: Increase Compensation and Extend Term Date

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 35,000.00 of original Contract# \_\_\_\_\_ Termination Date: 6/16/2016

Reason: IT Support Services - 2016

Amount \$ 35,000.00 amendment # 1 Termination Date: 6/16/2018

Reason: Increase Compensation and Extend Term Date

Amount \$ 35,000.00 amendment # 2 Termination Date: 6/16/2019

Reason: Increase Compensation and Extend Term Date

Amount \$ \_\_\_\_\_ amendment # 3 Termination Date: 10/1/2019

Reason: Extend Term Date

Amount \$ 30,000.00 amendment # 4 Termination Date: 6/16/2020

Total of Original Contract plus all amendments: \$ 135,000.00



**City of Santa Fe**  
**Summary of Contracts, Agreements, & Amendments**

**5 Procurement Method of Original Contract:** (complete one of the lines)

RFP# 16/30/P Date: March 25, 2016

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** 4 year of a 4 year contract  
example: (First year of 4 year contract)

**7 Funding Source:** Services Contracts **BU/Line Item:** 52504.510310 & 52501.510310

**8 Any out-of-the ordinary or unusual issues or concerns:**  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Rosalie Cardenas

Phone # 424-1850 x 150

**10 Certificate of Insurance attached.** (if original Contract) ☐

**Submit to City Attorney for review/signature**

**Forward to Finance Director for review/signature**

**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**





ABBATEC-01

DROMERO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2018

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).

<b>PRODUCER</b> License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (505) 828-4000 <b>FAX (A/C, No):</b> (866) 487-3972 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Abba Technologies Inc. 5301 Beverly Hills Ave NE Albuquerque, NM 87113		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Atlantic Specialty Ins. Co.		27154
		INSURER B : New Mexico Assurance Company		13673
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	711015008-0003	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<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			711015008-0003	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			711015008-0003	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	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 Y	N/A	64489110	12/31/2018	12/31/2019	PER STATUTE 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 day notice of cancellation, 10 day notice for non-payment of premium

IT Professional Support Services

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Santa Fe Solid Waste Management Agency  
c/o Randall Kippenbrock, P.E., Executive Director  
149 Wildlife Way  
Santa Fe, NM 87506

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



AGENCY CUSTOMER ID: ABB C-01  
LOC #: 1

DROMERO

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services (NMX)		License # 0757776	NAMED INSURED Abba Technologies Inc. 5301 Beverly Hills Ave NE Albuquerque, NM 87113
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### Description of Operations/Locations/Vehicles:

Where required by written contract or agreement Santa Fe Solid Waste Management Agency is named as an additional insured with respects to the General Liability coverage. Waiver of Subrogation applies to General Liability and Workers' Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured - Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none"><li>o Work performed by you</li><li>o Premises you own, rent, lease or occupy</li><li>o Equipment you lease</li></ul>	9. Duties in Event of Occurrence, Claim or Suit
3. Aggregate Limit Per Location	10. Expected or Intended Injury (PD)
4. Blanket Waiver of Subrogation	11. Incidental Medical Malpractice
5. Bodily Injury Redefined- Mental Anguish	12. Medical Payments
6. Broadened Named Insured	13. Mobile Equipment Redefined
7. Broadened Property Damage <ul style="list-style-type: none"><li>o Borrowed Equipment</li><li>o Customers' Goods</li><li>o Use of Elevators</li></ul>	14. Newly Acquired or Formed Organizations
	15. Non-Owned Aircraft
	16. Non-Owned Watercraft
	17. Personal and Advertising Injury
	18. Product Recall Expense
	19. Supplementary Payments Increased Limits

### **1. ADDITIONAL INSURED - BROAD FORM VENDORS**

Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1 . does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Subparagraphs 4. or 6.; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## 2. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

- a. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part:
  - 1. with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
    - (b) In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
    - (c) In connection with premises you own, rent, lease or occupy.
  - 2. with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf and occurring after:
    - (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
    - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

- b. The insurance provided to the additional insured herein is limited. This insurance does not apply:
  - 1. Unless
    - (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
    - (b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
  - 2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;
  - 3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
  - 4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:
    - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Supervisory, inspection, architectural or engineering activities.

5. To any:

- (a) Lessor of equipment after the equipment lease terminates or expires; or
- (b) Owners or other interests from whom land has been leased; or
- (c) Managers or lessors of premises if:

- (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
- (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

- 1. Insureds;
- 2. Claims made or "suits" brought; or
- 3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**3. AGGREGATE LIMIT PER LOCATION**

- a. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.
- b. Under **Section V – Definitions**, the following definition is added:

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

**4. BLANKET WAIVER OF SUBROGATION**

**Section IV - Transfer of Rights of Recovery Against Others to Us** Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

**5. BODILY INJURY REDEFINED – MENTAL ANGUISH**

Under **Section V**, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**6. BROADENED NAMED INSURED**

**Section II - Who Is An Insured** is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180<sup>th</sup> day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

**a. The Damage To Property exclusion under Section I Coverage A is amended as follows:**

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.

2. The exclusions for

- (a) Property loaned to you;
- (b) Personal property in the care, custody or control of the insured; and
- (c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is \$35,000 per "occurrence".

**b. Under Section V – Definitions, the following definition is added:**

"Customers' Goods" means goods of your customer on your premises for the purpose of being:

1. Repaired; or
2. Used in your manufacturing process.

**c. The insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**8. COVERAGE TERRITORY - WORLDWIDE**

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere provided the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

**9. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV - Duties In The Event Of Occurrence, Claim or Suit** is amended by adding the following paragraphs:

**a. The requirements that you must**

1. notify us of an "occurrence" offense, claim or "suit" and
2. send us documents concerning a claim or "suit"

apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer of the corporation or insurance manager, if you are a corporation; or
4. A manager, if you are a limited liability company.

**b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.**



#### **10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)**

The Expected Or Intended Injury exclusion under Coverage A Bodily Injury and Property Damage is replaced by:

"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. INCIDENTAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT'S AND PARAMEDICS**

- a. Under Section II - Who Is An Insured, the paragraph that excludes an employee or volunteer worker as insured for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services does not apply to a physician, dentist, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- b. The insurance afforded by this provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance – Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

#### **12. MEDICAL PAYMENTS - INCREASED LIMITS AND TIME PERIOD**

In the Insuring Agreement under Coverage C Medical Payments, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

- a. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
- b. This provision 12. does not apply if Coverage C - Medical Payments is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

#### **13. MOBILE EQUIPMENT - SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT**

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

#### **14. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Under Section II - Who Is An Insured, the time period limitation for newly acquired or formed organizations is replaced by:

Coverage under this provision is afforded only until the end of the current policy period.

#### **15. NON-OWNED AIRCRAFT**

The Aircraft, Auto Or Watercraft exclusion under Coverage A Bodily Injury And Property Damage Liability does not apply to an aircraft that is:

- 1 Hired, chartered or loaned with a paid crew; and
- 2 Not owned by any insured.

- a. The insurance afforded by this provision 15. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

#### **16. NON-OWNED WATERCRAFT**

- a. **Section II - Who Is An Insured** is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
  - 1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- b. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 55 feet.
- c. The insurance afforded by this provision 16. is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

#### **17. PERSONAL AND ADVERTISING INJURY**

The following exclusions under the definition of "personal and advertising injury" are amended as follows:

- a. **Insureds In Media Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting; or
- (2) Designing or developing content of websites for others.

However, this exclusion does not apply to paragraphs 14 a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- b. **Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or maintains for others.

#### **18. PRODUCT RECALL EXPENSE**

With respect to this Provision 18., the **Recall Of Products, Work Or Impaired Property** exclusion under **Coverage A Bodily Injury And Property Damage Liability** is deleted.

- a. The following is added to **Section III - Limits Of Insurance** section:

- 1. The Limits of Insurance shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of
  - (a) Insureds;
  - (b) "Covered recalls" initiated; or
  - (c) Number of "your products" recalled.
- 2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- 3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all "product recall expenses" arising out of any one "covered recall" for the same defect or deficiency.

4. Subject to 3. above, we will pay only the amount of "product recall expenses" in excess of the deductible amount shown in the Product Recall Schedule.

Products Recall Schedule	
	Limits of Insurance
Product Recall Aggregate Limit	\$ 50,000
Each Product Recall Limit	\$ 25,000
Each Product Recall Deductible	\$ 1,000
If any limits and deductible other than those above are shown in the Declarations as the Products Recall Expense Limits, the amounts shown in the Declarations will replace the Limits of Insurance and deductible provided for this coverage.	

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- b. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit provision under Section IV - Conditions:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

1. Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
2. Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance;
3. As often as may be reasonably required, permit us to inspect "your product" that demonstrates the need for the "covered recall" and permit us to examine your books and records. Also permit us to take damaged and undamaged samples of "your products" for inspection, testing and analysis; and permit us to make copies from your books and records;
4. Send us a signed, sworn, proof of loss containing the information we requested to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms; and
5. Permit us to examine any insured under oath, while not in the presence of any other insured and at such times as may reasonably be required, about any matter relating to this insurance or your claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

- c. The following definitions are added to the Definitions Section:

1. "Covered recall" means a recall made necessary because the insured or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted in or will result in "bodily injury" or "property damage".
2. "Product Recall Expense" means:
  - (a) The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":
    - (1) For communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
    - (2) For shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

- (3) For remuneration paid to your regular "employees" for necessary overtime;
- (4) For hiring additional persons, other than your regular "employees";
- (5) Incurred by "employees", including transportation and accommodations;
- (6) To rent additional warehouse or storage space; or
- (7) For disposal of "your products", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, but

"product recall expenses" does not include costs of regaining your market share, goodwill, revenue or profit.

(b) "Product Recall Expense" does not include any expenses resulting from:

- (1) Failure of any product to accomplish its intended purpose;
- (2) Breach of warranties of fitness, quality, durability or performance;
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance; and
- (7) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found

#### **19. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

Under Section I – Coverages, Supplementary Payments – Coverages A and B, paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.