

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
COUNTY OF ESSEX**

RESOLUTION NO. _____ **AUTHORITY FOR RESOLUTION:** N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE **AUTHORITY FOR ACTION:** N.J.S.A. 40:41A-36(i)

SUBJECT:

**DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING –
PROFESSIONAL SERVICES AGREEMENT – TO PROVIDE DESIGN ENGINEERING
FOR REPLACEMENT OF CORRUGATED METAL PIPE CULVERTS – BOSWELL
ENGINEERING, INC. - AMOUNT NOT TO EXCEED \$309,900.00**

WHEREAS, the County of Essex through its Department of Public Works has a need for Design Engineering for Replacement Corrugated Metal Pipe Culverts; and

WHEREAS, the Department of Public Works, Division of Engineering through the Office of Purchasing has publicly advertised for Request for Proposals (RFP) in a “Fair and Open” process in accord with New Jersey “Pay to Play” law, N.J.S.A. 19:44A-20.2 et. seq.:

WHEREAS, the County has received, from three (3) consulting firms written responses to the RFP; and

WHEREAS, the Department of Public Work’s in-house Evaluation Selection Committee recommends that a contract for the Services be awarded to Boswell Engineering, Inc., in the amount not to exceed \$309,900.00; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay such contract (which certification is attached hereto); and

WHEREAS, said contract may be awarded without public bidding, as Professional Services in accordance with N.J.S.A. 40A: 11-5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. on condition that a resolution authorizing the contract for Professional Services without competitive bidding and the contract itself be made available for public inspection; and

WHEREAS, the Board of County Commissioners is empowered by N.J.S.A. 40: 41A-38(n) to approve, by resolution, contracts presented by the County Executive; now, therefore, be it.

RESOLVED, by the Essex County Board of County Commissioners as follows:

1. That the award of a contract for the Services at a cost not to exceed \$309,900.00 to Boswell Engineering Inc., a copy of which is annexed hereto in accordance with the recommendation of the County's Department of Public Works be and hereby is approved, in accordance with the provisions of Law.
2. That the contract is awarded without competitive bidding as a contract for "Professional Services" in accordance with N.J.S.A. 11-5(1)(a)
3. That notice of this contract award be published by the Clerk of the Board of County Commissioners in accordance with the provision of N.J.S.A. 40A: 11-5(1)
4. That the Clerk of the Board of County Commissioners forward one (1) certified copy of this Resolution & Contract to the Office of Purchasing and one (1) to the Department of Public Works.

Approved as to form and legality  Date 3/9/23
ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner _____
 Second by Commissioner _____

Commissioner	Yes	No	N.V.	ABS	Commissioner	Yes	No	N.V.	ABS
Cooper					Mercado				
Gill					Pomares, V.P.				
Graham					Richardson, Pres.				
Johnson					Sebold				
Luciano									

It is hereby certified that the foregoing Resolution was () adopted () defeated () tabled by roll call vote at a _____ meeting of the Board of County Commissioners of the County of Essex, New Jersey held on _____.

Is Publication Required () Yes () No

Date Published _____

 Wayne L. Richardson, President

Boswell Engineering, Inc.
 3/7/2023



TO: Honorable Robert Jackson
County Administrator

DEPARTMENT: Dept. of _____

FROM: Julius N. Coltre, MPA, QPA
Director of Purchasing

DIVISION: Public Works/Engineering

Julius N. Coltre
CWC
3-7-23

DATE: February 24, 2023

INTRODUCTION AND OVERVIEW:

TITLE: Design Engineering for Replacement of Corrugated Metal Pipe Culverts.

SOLICITATION NUMBER: 23-005

SOLICITATION TYPE: Bid: RFP: Comp. Contract: Non-Fair & Open: Other:

REQUESTING AGENCY: Department of Public Works / Engineering

ADVERTISEMENT DATE: January 17, 2023 **OPENING DATE:** February 3, 2023

POTENTIAL BIDDERS FROM: Advertisement: 0 Portal: 37 Purchasing: 0 Small Business: 0

BIDDERS(s) REJECTED: 0 **REASON:** N/A

NUMBER OF SUBMITTED PROPOSALS: 3

ASPIRATION GOAL ACKNOWLEDGEMENT FORM (Completed & Returned): Yes: No:

CONTRACT PERIOD: Twelve (12) months from award date by the Board of Commissioners.

MINORITY STATUS OF RECOMMENDED VENDOR:

(WBE): (MGM): (SBE): (MBE) (VOB): (Other):

VENDOR NAME	Accumulated Points	Cost Proposal:
Boswell Engineering, Inc. (South Hackensack, N.J.)	1145	\$309,900.0
French & Parrello	970	\$370,500.00
Remington & Vernick Engineers	885	\$329,620.00

RECOMMENDATION:

Based upon the recommendation of Director Sanjeev Varghese, the Director of Public Works, which is attached hereto and after reviewing the submitted proposals, it is recommended that the Board of Commissioners award by resolution a contract to: **Boswell Engineering, Inc. 330 Phillips Avenue, South Hackensack, N.J. 07606.**

REASON FOR RECOMMENDATION:

The Essex County Department of Public Works has determined that this vendor has met the requirements of the advertised request for proposals and is the most advantageous proposer based on price & other factors to Provide Design Engineering & Construction Inspection Services for the Replacement of Corrugated Metal Pipe Culverts at Various Essex County locations for the Essex County Department of Public Works as per specifications.

FISCAL IMPACT:

As stated on the attached recommendation letter from Public Works, funding will be from the Department of Public Works Capital Improvements Program, account# 04-215-22-001-290-110. The total cost of this contract shall not exceed: **\$309,900.00.**

ALTERNATIVE:

There is no alternative to procure this service except to advertise & solicit bids under the "fair & open bidding process in compliance with the Local Public Contracts Law N.J.S.A.40A:11-5 (1) (a) (i)

HISTORY:

To date, this vendor has been paid \$230,768.83 for other design engineering services previously awarded by the governing body.

ADVERTISEMENT FOR BIDS:

In Accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)

ATTACHMENTS:

- 1) Memorandum of agreement (3 originals signed & attested)
- 2) Political Contribution Disclosure Form
- 3) Business Registration Certificate
- 4) Affirmative Action Requirements & Documents
- 5) Recommendation letter & score sheet from the Department of Public Works
- 6) Aspirational Goal Acknowledgement Form
- 7) Certificate of Insurance

JNC: cmc



OFFICE OF ACCOUNTS AND CONTROL
HALL OF RECORDS, ROOM 542
NEWARK, NEW JERSEY 07102

CERTIFICATION OF FUNDS

Vendor Name Boswell Engineering, Inc.
Account Name PW-Design / Const / Inspection (Sect 20)
Account # 04-215-22-001-290-110
Contract Period (If Applicable) Twelve (12) Months from Award Date by the Board of Commissioners
Purpose of Contract To provide Design Engineering for Replacement of Corrugated Metal Pipe Culverts

309,900.00 Contract Amount

Funding

Temporary Budget Amount
Current Fund Budget Amount
Contingent Current Year Amount
Grant Funding
309,900.00 Capital Funding
Trust Funding
Contingent Subsequent Years

I, do hereby certify that the funding is legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of the Optional County Charter Law, the Essex County Administrative Code and the Essex County Standard Operating Policies and Procedures.

CM Date: 3/8/2023
Cert: 745


Ehab Salama
Chief Financial Officer

MEMORANDUM OF AGREEMENT

BETWEEN

VENDOR

COUNTY

NAME: Boswell Engineering, Inc.
ADDRESS: 330 Phillips Avenue
South Hackensack, N.J. 07606

County of Essex
Hall of Records
465 Dr. Martin Luther King Blvd.
Newark, New Jersey 07102

RFP #: 23-005
DATE ADVERTISED: January 17, 2023
DATE RECEIVED: February 3, 2023
CONTRACT PERIOD: Twelve (12) months from award date by Board of Commissioners.
BASIS OF AWARD: Highest scored accumulated points based on price & other factors.
COMMODITY: To Provide Design Engineering & Construction Inspection Services for
DESCRIPTION: the Replacement of Corrugated Metal Pipe Culverts – Various Locations.

CONDITIONS:

The award of this contract is subject to the approval of the Essex County Board of County Commissioners by resolution and such resolution will be prepared and presented to the Board at its regularly scheduled meeting. This contract becomes effective & binding upon adoption by resolution by the Essex County Board of County Commissioners.

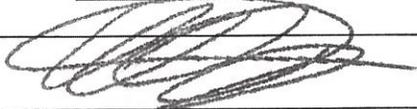
The vendor identified above hereby agrees to comply with the terms and conditions of the bid specifications, advertisement, and vendor’s proposal, as submitted by the vendor listed above under the bid number stated above, which are incorporated herein and made part hereof, and to faithfully perform the obligations therein to furnish & deliver the good or service listed above. This vendor has agreed to participate in the Voluntary Cooperative Purchasing System extending exact pricing & equipment specifications to all County Cooperative Agencies for the term of this contract. YES _____ NO _____ DOES NOT APPLY X

PAYMENT TERMS:

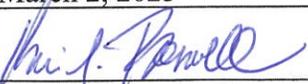
CONTRACT PERIOD: Twelve (12) months from award date
AWARDED ITEMS: All tasks outlined in the request for proposals
AMOUNT NOT TO EXCEED: \$309,900.00
MONTHLY PAYMENT: N/A
ANNUAL PAYMENT: N/A
TOTAL AWARD TO VENDOR **\$309,900.00 (total proposal price)**

ESSEX COUNTY

VENDOR

DATE _____


Joseph N. DiVincenzo, Jr.

DATE March 2, 2023


Authorized Vendor Signature
Kevin J. Boswell, P.E., Vice President

ATTEST: _____
Deborah Davis Ford: Clerk of the Board

WITNESS: / 
ATTEST: Brian J. Rypkema, Esq., Secretary



**COUNTY OF ESSEX
DEPARTMENT OF PUBLIC WORKS**

**DIVISION OF ENGINEERING
900 BLOOMFIELD AVENUE
VERONA, NEW JERSEY 07044-1393**

**☎ (973) 226-8500
☎ (973) 226-7469**

**JOSEPH N. DIVINCENZO, JR.
COUNTY EXECUTIVE**

**Sanjeev Varghese, P.E., P.P.
Director & County Engineer**

**Luis E. Rodriguez
Assistant County Engineer**

MEMORANDUM

**TO: JULIUS COLTRE, DIRECTOR
OFFICE OF PURCHASING**

**FROM: SANJEEV VARGHESE, P.E., P.P.
COUNTY ENGINEER**

DATE: FEBRUARY 22, 2023

**RE: DESIGN ENGINEERING AND CONSTRUCTION INSPECTION
SERVICES FOR THE REPLACEMENT OF CORRUGATED METAL
PIPE CULVERTS-VARIOUS LOCATIONS, RFP #23-005**

*To: C Calvano.
for Mon's
JVP
2/23/23*

The Office of Purchasing received three (3) technical proposals, to provide for Design and Construction inspection for the above referenced RFP, copies were submitted to Essex County Department of Public Works for review.

Proposals were reviewed for their technical approach, scores were tabulated and a ranking was established based on the criteria as spelled out in the RFP. Results of the Committee's evaluation of proposals are summarized in the attached sheet.

Based on the evaluation of technical proposals, the Department of Public Works recommends that a contract be awarded to Boswell Engineering, in the amount not to exceed \$309,900.00.

This Engineering Design and Construction Inspection Services will be funded by Essex County Department of Public Works-Capital Improvements Program with account 04-215-22-001-290-110.

Any questions, please contact me.

SV/LER

L:\PROJECTS-S\3 CMP CULVERTS\DESIGN\RFP #23-005\Award-3 CMP #23-005.docx

Attachment: Summary of Ratings

Pc: Robert Masino, Supervising Administrative Analyst
Andres Gomez, ECDPW

Putting Essex County First

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

SUMMARY RATING AND PROPOSED FEE

**DESIGN ENGINEERING AND CONSTRUCTION INSPECTION SERVICES FOR THE REPLACEMENT OF CORRUGATED METAL PIPE
CULVERTS, VARIOUS LOCATIONS**

RFP # 23-005

CONSULTANT TEAM	PW #1	PW #2	PW #3	POINTS FOR PROPOSED COST	ACCUMULATED POINTS	RANK POSITION	COST PROPOSAL
Boswell Engineering	380	335	355	75	1145	1	\$ 309,900.00
French & Parrlo	310	305	310	45	970	2	\$ 370,500.00
Remington & Vernick Engineers	300	250	275	60	885	3	\$ 329,620.00

**STATEMENT OF
CERTAIN POLITICAL CONTRIBUTIONS
MADE AFTER JULY 11, 1986**

(This statement is part of the proposal packet)

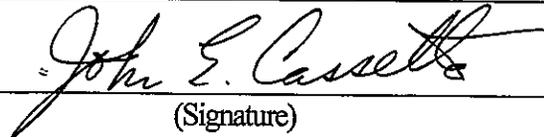
Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Commissioners of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposers within five (5) years of the date hereof. If none, write "none".

If none, please write "NONE".

Name		Amount
Election Fund of Brendan Gill	03/23/18	\$300.00
Joseph N. DiVincenzo	09/05/18	\$1,400.00
Election Fund of Brendan Gill	02/05/20	\$300.00
Election Fund of Brendan Gill	06/11/20	\$500.00
Victory 2020	07/29/20	\$300.00
Election Fund of Christopher J. Durkin	09/08/20	\$125.00
Election Fund of Brendan Gill	03/10/22	\$500.00
Victory 2023	08/02/22	\$350.00
Luciano for Commissioner	05/24/22	\$300.00
Luciano for Commissioner	11/22/22	\$300.00
Election Fund of Brendan Gill	01/23/23	\$500.00

Proposer: Boswell Engineering, Inc.

By: 
(Signature)

Name of Signatory: John E. Cassetta - Senior Vice President
(Print or Type)



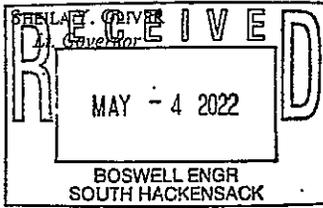
State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

ELIZABETH MAHER MUOIO
Acting State Treasurer

MAURICE A. GRIFFIN
Acting Director



ISSUANCE CERTIFICATE OF
EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. To expedite the process, all vendors are encouraged to complete and file renewal documents electronically on our new online system at www.state.nj.us/treasury/contract_compliance. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

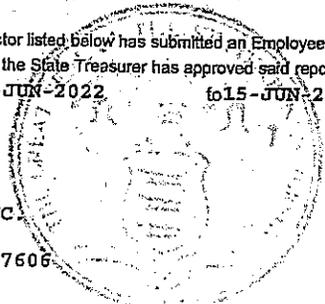
If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 3/22

Certification 1502

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2022 to 15-JUN-2025



BOSWELL ENGINEERING, INC.
330 SOUTH HACKENSACK
S. HACKENSACK NJ 07606



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
BOSWELL ENGINEERING, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#
221-896-168/000

CONTRACTOR CERTIFICATION#
0099760

ADDRESS
330 PHILLIPS AVE
SO HACKENSACK NJ 07606

ISSUANCE DATE:
10/03/01

EFFECTIVE DATE:
07/01/66

Patricia A. Chacchis
Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



ADDITIONAL REMARKS SCHEDULE

AGENCY GJEM/Otterstedt Agency		NAMED INSURED Boswell Engineering Inc. 330 Phillips Avenue P.O. Box 3152 South Hackensack, NJ 07606	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 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:
cancellation date unless cancelled for nonpayment of premium which will be 10 days notice.

- Design Engineering and Construction Inspection Services for the Replacement of Corrugated Metal Pipe Culverts, Various Locations, Essex County, New Jersey.

File No.: ESC-134.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

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

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy 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 your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.



- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

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

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

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

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
 - b. used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments – Extended Reporting Period**
- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.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.

1.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 \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.