



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2025

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> Yates, LLC 2800 Century Parkway NE Suite 300 Atlanta GA 30345	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 404-633-4321		<b>FAX (A/C, No):</b> 404-633-1312
	<b>E-MAIL ADDRESS:</b> certs@yatesins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Gardner, Spencer, Smith, Tench & Jarbeau, P.C. 3340 Peachtree Road NE Suite 1800 Atlanta GA 30326	GARDSP01-C		<b>INSURER A:</b> Selective Insurance Company of Southeast 39926
			<b>INSURER B:</b> Selective Insurance Co of South Carolina 19259
			<b>INSURER C:</b> Continental Casualty Company 20443
			<b>INSURER D:</b>
			<b>INSURER E:</b>
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1242818234

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	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S2236226	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2236226	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0-			S2236226	11/1/2024	11/1/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9030686	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			AEH006121284	11/1/2024	11/1/2025	\$3,000,000 Each Claim \$50,000 Deductible	\$4,000,000 Agg

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

Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing operations and Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability & Workers Compensation.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Dekalb County Board of Education  
 and Dekalb County School District  
 1701 Stone Mountain Industrial Blvd.  
 Stone Mountain GA 30083-  
 USA

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Yates, LLC		NAMED INSURED Gardner, Spencer, Smith, Tench & Jarbeau, P.C. 3340 Peachtree Road NE	
POLICY NUMBER		Suite 1800 Atlanta GA 30326	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

FORMS:  
 BP 72 86 12 21 - Businessowners Schedule Professional Office Plus Coverage Option For Architects And Engineers  
 CX-0003 01/99 - Declarations - Commercial Umbrella Liability Coverage  
 CX-4 04/03 - Commercial Umbrella Liability Coverage  
 WC00313 04/84 - Waiver of Our Right to Recover From Others Endorsement

Re: RFQu No. 24-752-017 A/E Continuing Contract for Professional Services

Entities: DeKalb County Board of Education and DeKalb County School District.

# BUSINESSOWNERS LIABILITY ENHANCEMENT — ARCHITECTS AND ENGINEERS

(INCLUDING BUSINESSOWNERS COMMON POLICY  
CONDITIONS AMENDMENTS)

BUSINESSOWNERS  
BP 72 86 12 21

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

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part** apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

The following changes are made to **SECTION II — LIABILITY:**

#### A. SUPPLEMENTARY PAYMENTS

The following changes are made under Paragraph **A. Coverages:**

Sub-Paragraphs **(1)(b)** and **(1)(d)** of Paragraph **1. Business Liability, f. Coverage Extension — Supplementary Payments**, are replaced by the following:

- (b)** Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" 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 \$1,000 a day because of time off from work.

#### B. EXCLUSIONS

The following changes are made under Paragraph **B. Exclusions:**

##### 1. NON-OWNED AIRCRAFT

Exclusion **1. g. Aircraft, Auto Or Watercraft** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

Notwithstanding anything to the contrary in this endorsement, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

##### 2. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **1. g. Aircraft, Auto Or Watercraft** is replaced by the following:

**(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.

With respect to Paragraph **(2)(a)** above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

Notwithstanding anything to the contrary in this endorsement, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

### 3. OWNED WATERCRAFT

The following is added to Exclusion 1. **g. Aircraft, Auto Or Watercraft:**

This exclusion does not apply to:

- (a) Any watercraft you own that is less than 30 feet in length while being used in the course of your engineering, inspection or surveying operations as well as any non-motorized:
  - (i) Canoe you own, or
  - (ii) Rowboat that you own.

With respect to (a), (a)(i) and (a)(ii) above, any person or organization legally responsible for the use of any such watercraft, canoe or rowboat you own, is an insured provided the actual use is with your expressed or implied consent.

### 4. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph (4) of Exclusion 1. **p. Personal And Advertising** is replaced by the following:

- (4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

### 5. DAMAGE TO PREMISES RENTED TO YOU

- a. The last paragraph under Paragraph 1. **Applicable to Business Liability Coverage** is replaced by the following:

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II —LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D., Liability And Medical Expenses Limits Of Insurance in SECTION II —LIABILITY.**

- b. Sub-paragraph 3. of Paragraph **D., Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit

will be the highest Damage To Premises Rented To You limit shown in the Declarations.

- c. Sub-paragraph **a.** of Definition 9. "Insured contract" in Paragraph **F. Liability And Medical Expenses Definitions** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

### 6. MEDICAL PAYMENTS FOR NOT FOR PROFIT MEMBERS

Sub-paragraph **a.** of Paragraph 2. **Applicable to Medical Expenses Coverage** is replaced by the following:

- a. To any insured, except "volunteer workers" and "not for profit members".

### C. WHO IS AN INSURED

Subject to the **Primary And Non-Contributory Provision** and the **Waiver Of Transfer Of Rights Of Recovery Against Others To Us** provision set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured:

#### 1. BLANKET ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS / ARCHITECTS, ENGINEERS AND SURVEYORS — ONGOING OPERATIONS - AS REQUIRED BY CONTRACT

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your Business Liability Coverage; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (i) Your acts or omissions; or

(ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured in Paragraph 1., above.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement or permit.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1.a. or 1.b. above are completed.

**2. BLANKET ADDITIONAL INSUREDS — OWNERS, LESSEES, CONTRACTORS, ARCHITECTS, ENGINEERS AND SURVEYORS - COMPLETED OPERATIONS — AS REQUIRED BY CONTRACT**

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your Business Liability Coverage; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (i) Your acts or omissions; or
- (ii) The acts or omissions of those acting on your behalf;

performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that

contract, agreement or permit requires that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement or permit and included in the "products-completed operations hazard".

If the written contract, agreement or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement or permit and included in the "products-completed operations hazard", then such 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 "your work" performed under that contract, agreement or permit and included in the "products-completed operations hazard".

The coverages provided in 2.a. and 2.b. do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

As pertains the coverages described in **C. WHO IS AN INSURED, C.1.** and **C.2.** of this endorsement, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, 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.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

**3. BLANKET ADDITIONAL INSUREDS — AS REQUIRED BY CONTRACT — OTHER ADDITIONAL INSURED TYPES**

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your Business Liability Coverage:

**a. Lessors of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability from "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.

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.

**b. Managers or Lessors of Premises**

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

**c. Mortgagees, Assignees or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

**d. Any Person or Organization Other Than A Joint Venture**

Any person or organization (other than a joint venture of which you are a member), but 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 in the performance of your ongoing operations or in connection with property owned by you.

**e. State or Governmental Agency or Political Subdivision — Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) 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; or
- (2) 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:
  - (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
  - (ii) The construction, erection or removal of elevators; or
  - (iii) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" 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".

With respect to Paragraphs 3.b. through 3.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

#### 4. BROAD FORM VENDORS COVERAGE

Subject to the **Primary And Non-Contributory Provision** and the **Waiver Of Transfer Of Rights Of Recovery Against Others To Us** provision set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless 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;
- e. 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 sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but 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.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage".

#### 5. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSURED

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, Paragraph **C. Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not for profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

#### 6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. 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 Named Insured in the Declarations.

#### D. INCIDENTAL MALPRACTICE

Sub-paragraph 2.a.(1)(d) of Paragraph C. **Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

#### E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraphs a. and b. of Paragraph E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**, Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

#### F. DEFINITIONS

Paragraph F. **Liability And Medical Expenses Definitions** is amended as follows:

##### 1. MENTAL ANGUISH

(This provision does not apply in New York.)

Definition 3. is replaced by the following:

3. "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. (In New York, mental anguish has been determined to be "bodily injury.")

##### 2. TEMPORARY WORKERS AS EMPLOYEES

Definition 5. is replaced by the following:

5. "Employee" includes a "leased worker" and a "temporary worker".

##### 3. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.)

Paragraph f.(1) of Definition 12. does not

apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

#### 4. DISCRIMINATION

(This provision does not apply in New York.)

A. The following is added to Definition 14.:

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" is:

- a. Not done by or at the direction of:
- (1) The insured; or
- (2) Anyone considered an insured under Paragraph C. **Who Is An Insured**;
- b. Not done intentionally to cause harm to another person.
- c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- d. Not arising out of any "advertisement" by the insured.

B. The following definition is added:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

## 5. NOT FOR PROFIT MEMBERS

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

## G. SECTION III —BUSINESSOWNERS COMMON POLICY CONDITIONS —Amendments

### 1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **C. Concealment, Misrepresentation Or Fraud**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

2. Paragraph **G. Liberalization** is replaced by the following:

#### G. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 3. PRIMARY AND NON CONTRIBUTORY PROVISION

The following is added to Paragraph 2. of Condition **H. Other Insurance**:

- c. This insurance is primary and we will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### 4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 2. of Condition **K. Transfer Of Rights Of Recovery Against Others To Us**:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing

operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

## H. CONTRACTUAL LIABILITY AMENDMENT — RAILROADS

Definition 9. "**Insured Contract**" is amended as follows:

Paragraph **c.** is deleted in its entirety and replaced with the following:

- c. Any easement or license agreement;

Paragraph **f.(1)** is deleted in its entirety.

## I. FELLOW EMPLOYEE EXTENSION

**SECTION II — LIABILITY, C. Who Is An Insured** Sub-Paragraphs **2.a.** and **2.a.(1)(a) through (d)** are deleted and replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business

- (1) However, none of these "employees" or "volunteer workers" are insureds for "bodily Injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

- (2) For the purposes of coverage provided by this endorsement, the Employers Liability exclusion (**SECTION II — LIABILITY; B. Exclusions, Exclusion e.**) does not apply to this provision.

**J. CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

**1. SECTION II — LIABILITY, D. Liability And Medical Expenses Limits Of Insurance, Paragraph 4. Aggregate Limits** is deleted and replaced by the following:

**4. Aggregate Limits**

a. For all sums which the insured becomes legally obligated to pay as damages for "bodily injury" or "property damage" caused by "occurrences" covered under Paragraph **A.1. Business Liability**, and for medical expenses caused by accidents covered under Paragraph **A.2. Medical Expenses**, which can be attributed only to ongoing operations at a single construction project:

(1) A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the Other Than Products/Completed Operations Aggregate Limit shown in the declarations.

(2) The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Paragraph **A.1. Business Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2. Medical Expenses**, regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(3) Any payments made under Paragraph **A.1. Business Liability** for damages or under Paragraph **A.2. Medical Expenses** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

(4) The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

b. For all sums under Paragraph **A.1. Business Liability** which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" caused by "occurrences" and Paragraph **A.2. Medical Expenses** for medical expenses caused by accidents, which cannot be attributed to ongoing operations at a single construction project:

(1) Any payments under Paragraph **A.1. Business Liability** for damages or under Paragraph **A.2. Medical Expenses** for medical expenses shall reduce the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and

(2) Such payments shall not reduce any Construction Project General Aggregate Limit.

c. 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 hazard" will reduce the Products/Completed Operations Aggregate Limit, and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the Construction Project General Aggregate limit.

d. If the applicable "construction project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blue-prints, designs, specifications or timetables, the project will still be determined to be the same "construction project".

- e. The provisions of Paragraph **D. Liability And Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

**K. WAIVER OF GOVERNMENTAL IMMUNITY**

We will waive, in both the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we do not do so.

20000FS 2236226 956

Previous Policy Number  
S 2236226

Policy Number  
S 2236226

**SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST**  
900 E. 96TH STREET, INDIANAPOLIS, IN 46240

**DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE**

<b>Item One - Name of Insured &amp; Mailing Address</b>		<b>Policy Period</b>	
SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025		<b>From:</b> NOVEMBER 1, 2024 <b>To:</b> NOVEMBER 1, 2025 12:01 A.M., Standard Time At The Insured's Mailing Address.	
<b>Producer:</b> SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025		<b>Producer Number:</b> 00-09152-00000	
<b>Named Insured is:</b> CORPORATION			
<b>Business of the Named Insured:</b> ARCHITECT OFFICE			
<b>Limits Of Insurance</b>			
<b>Occurrence Limit</b>	\$5,000,000.00	<b>Aggregate Limit</b>	\$5,000,000.00
<b>Self Retained Limit:</b>	\$ .00		
<b>Schedule of Underlying Insurance and Limits</b>			
<b>Standard Employers Liability or Stop-Gap</b>		<b>Policy No.</b> WC9030686	
<b>Employers Liability Policy</b>			
<b>Company</b>	SELECTIVE INS CO OF THE S		
<b>Policy Period</b>	Employers Liability Each Accident \$1,000,000		
<b>From:</b>	NOVEMBER 1, 2024	Disease Each Employee	\$1,000,000
<b>To:</b>	NOVEMBER 1, 2025	Disease Each Policy	\$1,000,000
<b>Commercial General Liability Policy</b>		<b>Policy No.</b>	
<b>Company</b>			
<b>Policy Period</b>	General Aggregate		
<b>From:</b>	Products-Completed Operations		
<b>To:</b>	Personal and Advertising Injury Limit		
	Each Occurrence Limit		
<b>Automobile Liability Policy</b>		<b>Policy No.</b>	
<b>Company</b>			
<b>Policy Period</b>	Bodily Injury and Property		
<b>From:</b>	Damage Combined Each Accident		
<b>To:</b>			
<b>Premium Schedule:</b>			
<b>Estimated Exposure Base</b>	<b>Rate</b>	<b>Rate Per</b>	<b>Annual Minimum Premium      Estimated Premium Due</b>
In the event of cancellation by the Named Insured we will receive and retain not less than as the Policy Minimum Premium.			N/A
<b>Forms and Endorsements:</b>			<b>Estimated Total Premium</b>
SEE FORMS AND ENDORSEMENT SCHEDULE: IL-7035			
<u>OCTOBER 7, 2024</u>	<u>SOUTHERN REGION</u>	_____	
Issue Date	Issuing Office	Authorized Representative	

20000FS 2236226 966

CX-0003 (01/99)

INSURED'S COPY

Coverage Effective Date  
NOVEMBER 1, 2024

Policy Number  
S 2236226

## DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE SCHEDULE OF UNDERLYING INSURANCE AND LIMITS EXTENSION

<b>BOP</b> <b>INCLUDES HIRED &amp; NON-OWNED AUTO LIABILITY</b>		
<b>Company</b> SELECTIVE INS CO OF THE S	<b>Policy No.</b> S 223622608	<b>\$1,000,000</b>
<b>Policy Period</b> From: NOVEMBER 1, 2024 To: NOVEMBER 1, 2025	<b>EACH OCCURENCE LIMIT:</b> <b>GENERAL AGGREGATE LIMIT:</b> <b>PRODUCT AGGREGATE LIMIT:</b>	<b>\$3,000,000</b> <b>\$3,000,000</b>
<b>Employee Benefits</b>	<b>Policy No.</b> S 223622608	<b>\$3,000,000</b>
<b>Company</b> SELECTIVE INS CO OF THE S	<b>AGGREGATE LIMIT:</b> <b>PER CLAIM LIMIT:</b>	<b>\$1,000,000</b>
<b>Policy Period</b> From: NOVEMBER 1, 2024 To: NOVEMBER 1, 2025		
<b>Company</b>	<b>Policy No.</b>	
<b>Policy Period</b> From: To:		
<b>Company</b>	<b>Policy No.</b>	
<b>Policy Period</b> From: To:		
<b>Company</b>	<b>Policy No.</b>	
<b>Policy Period</b> From: To:		

20000FS 2236226 967

**WC 00 03 13**  
**WAIVER OF OUR RIGHT TO**  
**RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M., standard time, forms a part of

(DATE)

Policy No. **wc 9030686**

Endorsement No. \_\_\_\_\_

Premium (if any) \$ \_\_\_\_\_

of the

(NAME OF INSURANCE COMPANY)

issued to

\_\_\_\_\_  
Authorized Representative

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

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

**Schedule**

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

**This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.**

40000FWC 9030686672