



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: April 17, 2023
TO: Alice Steryou
Contract Monitor
FROM: Pamela G. Hancock  D.C.
SUBJECT: March 22nd BOCC Meeting

Attached is an electronic copy of the following item for your handling:

T7 1st Amendment to Agreement with Tower Pest Control, Inc. for Lower Keys Pest Control Services at county facilities to terminate one location and add parks & beaches locations which increases the annual, not to exceed, amount from \$29,000.00 to \$43,340.00.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040

MARATHON
3117 Overseas Highway
Marathon, Florida 33050

PLANTATION KEY
88770 Overseas Highway
Plantation Key, Florida 33070

**FIRST AMENDMENT TO AGREEMENT
FOR
PEST CONTROL - LOWER KEYS
MONROE COUNTY, FLORIDA**

This First Amendment to Agreement for Pest Control, Lower Keys is made and entered into this 22nd day of March 2023, between **MONROE COUNTY, FLORIDA** ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and **Tower Pest Control, Inc.**, a *Florida Profit Corporation*, authorized to do business in the State of Florida, ("CONTRACTOR"), whose address is 7760 W 20 Ave., Bay 14, Hialeah, Florida 33016.

WHEREAS, on September 21, 2022, the parties entered into an Agreement for Pest Control – Lower Keys ("Original Agreement") for the CONTRACTOR to provide pest control services for the Lower Keys Facilities owned by Monroe County; and

WHEREAS, CONTRACTOR desires and is able to provide pest control services for additional locations and delete a location within the Lower Keys as outlined in the below SWope of work; and

WHEREAS, this First Amendment serves to amend the Original Agreement to update certain provisions, incorporate and include the CONTRACTOR's scope of services to be provided at the additional Lower Keys locations and terminate one (1) location as outlined in the below Scope of Work;

WHEREAS, the parties have found the Original Agreement to be mutually beneficial; and;

WHEREAS, the parties find that it would be mutually beneficial to enter into this First Amendment to the Original Agreement for termination of certain pest control services and for additional pest control services;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree to amend the Original Agreement as follows:

1. Paragraph 2, **SCOPE OF WORK**, of the Original Agreement shall be amended by deleting the current Paragraph 2 of the Agreement and replacing it with the following paragraph and the updated Exhibit "A" – Revised, attached hereto:

2. SCOPE OF WORK

The Scope of Work shall include, but not be limited to, all work and / or services shown and listed in **Exhibit "A" - Revised**, which is attached hereto and made a part hereof. The Contractor is required to provide a complete job as contemplated by this Scope of

Work. The Contractor shall furnish all labor, supervision, materials, power, tools, equipment, supplies, permits, if any are necessary, and any other means of construction or work necessary or proper for performing and completing the Scope of Work, unless otherwise specifically stated, or as amended throughout the term of this Agreement.

2. The Scope of Work shall be amended to incorporate and include the following additional COUNTY facilities and CONTRACTOR's services:

Public Defender's Office, Suite 310, Key West, Interior – Treated Monthly

Bernstein Park Community Center, Interior and Exterior Perimeter- Treated Monthly

Wilhelmina Harvey Park, Exterior pest control for fleas, ticks, and ants, Wasp Nests as needed -Treated Quarterly

Watson Field Dog Park, Exterior flea and tick control- Treated Monthly

Higgs Beach Dog Park, Exterior flea and tick control- Treated Monthly

West Martello, Interior pest control and Exterior perimeter treatment, including rodent control- Treated Monthly

Big Pine Community Park Playground and Lawn, Exterior ant control including Wasp Control- Treated Monthly

Pine Channel Nature Park, Rodent control and Interior and Exterior ant and Wasp Control to bathroom area- Treated Monthly

The scope of work shall be amended to incorporate and terminate the following COUNTY facility and CONTRACTOR's services:

Future Public Defender's Office, Simonton Street, Interior and Exterior– Treated Monthly

3. Paragraph 5, **CONTRACT SUM AND PAYMENTS TO CONTRACTOR**, of the Original Agreement, shall be amended as follows:

C. The cost of labor used by the contractor to fulfill the obligation of the Contract will be included in the following amounts of:

FACILITY	ADDRESS	FREQUENCY	TREATMENT COST
Higgs Beach Dog Park	1000 Atlantic Blvd., Key West	Monthly	\$150.00
West Martello	1100 Atlantic Blvd., Key West	Monthly	\$250.00
Bernstein Park	6751 5 th St., Stock Island	Monthly	\$150.00
Wilhelmina Harvey Park	360 Ave F., Big Coppitt	Quarterly	\$100.00
Pine Channel Nature Park	29550 Overseas Hwy, Big Pine	Monthly	\$95.00
Big Pine Community Park	31009 Atlantis Rd., Big Pine	Monthly	\$300.00
Watson Field Dog Park	30150 South St., Big Pine	Monthly	\$150.00

Gato Building	1100 Simonton St., Key West	Monthly	\$120.00
Harvey Government Center	1200 Truman Ave., Key West	Monthly	\$95.00
Historic Courthouse	500 Whitehead St., Key West	Monthly	\$95.00
Jefferson Browne (incl. Old Jail)	502 Whitehead St., Key West	Monthly	\$95.00
Lester Building	530 Whitehead St., Key West	Monthly	\$95.00
Freeman Justice Center	302 Fleming St., Key West	Monthly	\$95.00
Key West Library	700 Fleming St., Key West	Monthly	\$60.00
Bayshore Manor	5200 College Road, Stock Island	Monthly	\$95.00
County Attorney Offices	1111 12th St., Suite 408, Key West	Monthly	\$40.00
Public Defender Office # 310	1111 12th St., Suite 310, Key West	Monthly	\$40.00
Big Pine Key Library	213 Key Deer Blvd., Big Pine Key	Monthly	\$40.00
Blue Heron Community Center	30451 Lyttons Way, Big Pine	Monthly	\$35.00
Big Pine DMV	247 Key Deer Blvd, Big Pine	Monthly	\$30.00
Commission Coldiron Office	243 Key Deer Blvd, Big Pine	Monthly	\$30.00
Stock Island Fire Station #8	5655 MacDonald Ave., Stock Island	Monthly	\$45.00
Big Pine Key Fire Station #13	390 Key Deer Blvd., Big Pine	Monthly	\$45.00
Big Coppitt Key Fire Station #9	28 Emerald Dr., Big Coppitt	Monthly	\$45.00
Sugarloaf Key Fire Station # 10	17097 Overseas Hwy., Sugarloaf Key	Monthly	\$45.00
Cudjoe Key Fire Station #11	22352 Overseas Hwy., Cudjoe Key	Monthly	\$45.00
2 Public Works Trailers and Fleet Garage @ Rockland Key Site	123 Overseas Highway, Rockland Key	Monthly	\$45.00
Key West DMV	3304 N. Roosevelt Blvd., Key West	Monthly	\$40.00

Total Annual Cost for Facilities Maintenance for nineteen (19) Locations, (23) Buildings is Fifteen Thousand Three Hundred and 00/100 (\$15,300.00) Dollars

Total Annual Cost for Parks and Beaches for seven (7) Locations, (3) Buildings is Thirteen Thousand Five Hundred Forty and 00/100 (\$13,540.00) Dollars

Facilities Maintenance and Parks and Beaches Departments shall be invoiced separately.

There shall be no additional charges to the owner for travel, mileage, meals, or lodging.

D. Total Annual Compensation to CONTRACTOR under this Agreement shall not exceed Forty-three Thousand Three Hundred Forty and 00/100 (\$43,340.00) Dollars, unless pre-approved work requiring additional funds is implemented.

4. Except as set forth in Paragraphs 1 through 3 of this First Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this First Amendment to Agreement on the day and year first written above and shall be deemed an original contract.



MADOK, CLERK

By: *Janet Stinson*
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*
Mayor

Date: 3/22/23

Witnesses for CONTRACTOR:

[Signature]
Signature

3/14/23 Jessica Dorre
Date Print Name

[Signature]
Signature

3/14/23 Carmen Larva
Date Print Name

CONTRACTOR: TOWER PER
CONTROL, INC.

[Signature]
By: Francisco Torre

Signature of person authorized to
legally bind CONTRACTOR

Date: 3/14/23
Francisco Torre, President
Print Name and Title

Address: 7760 W. 20 AVE
Bay 14
Hialeah, FL 33016 305-821-3888
Telephone Number

FILED FOR RECORD
2023 APR 17 PM 1:46

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
Patricia Eables
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 3/14/2023

EXHIBIT “A” - Revised

SCOPE OF WORK

INTENT AND SCOPE OF WORK

This specification describes minimum requirements to cover the furnishing of all necessary labor, materials, equipment, and other resources needed to control pest(s) in buildings and parks owned or leased by the Monroe County Board of County Commission. The object of this service is to effectively control and eradicate insects, roaches, palmetto bugs, silverfish, vermin, ants, wasps, fleas, mites, bedbugs, scorpions, millipedes and rodents (excluding termites). All work performed shall be to the satisfaction of the Facilities Maintenance Director or designee.

All County buildings requiring pest control services are shown on the List of facilities. Additional buildings may be added to the List of facilities, at any point during the contract, as required by the County. A monthly cost for each additional building will be negotiated with the Contractor.

After contract award, the County reserves the right to add additional related items to this contract. price quotes will be obtained from the Contractor for the additional items. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services from another supplier at the County's sole option.

TREATMENT SCHEDULE

1. A thorough inspection and treatment as described herein shall be performed once every thirty (30) calendar days for all areas. In the event this treatment does not control pests to the complete satisfaction of the Facilities Maintenance Director or designee, the Contractor may be subject to an average of one recall per location during each 30-day period for additional treatment at no additional cost. Such notification shall be in writing from the contract monitor.
2. Treatment will include but not be limited to: interior and exterior perimeter General Household Pest Control for Facilities. Rodent monitoring as needed.
3. Contractor shall complete and post approved spray notices at all facility locations at least twenty-four (24) hours prior to spraying - see Exhibit "B" attached hereto and made a part hereof.
4. Buildings requiring after hours treatment shall be treated on the third (3rd) Saturday of every month unless otherwise pre-approved by the Director of Facilities Maintenance or his/her designee.
5. Contractor must take note that all Parks and Beaches locations are open to the public. Care shall be taken to avoid heavy recreational times. A minimum of 48 hours notice shall be required before chemical spraying. Weekend spraying of the parks will not be permitted except in extreme, pre-approved instances.

STATEMENT OF CONDITIONS FOUND AND TREATMENT RENDERED

Following each visit and inspection of a building, the Contractor shall email a report in writing to the Facilities Maintenance Director or designee, stating the conditions that existed and the proper treatment rendered. This notice shall be on a form agreed upon between the Contractor and the Facilities Maintenance Director or designee.

RESTRICTIONS ON THE USE OF PEST CONTROL MATERIALS

A. All rodenticide and/or traps shall be placed only at times and in areas to assure maximum safety.

- B.** No pest control and/or traps shall be placed where any visitor may recover them.
- C.** The use of rodenticide shall be restricted to areas **NOT** accessible to the general public.
- D.** A record of materials used and where used shall be made in **duplicate**, one (1) copy to the Facilities Maintenance Director and one (1) copy to the Contractor.

REMOVAL OF DEAD RODENTS

All dead or dying rodents shall be removed by the Contractor and disposed of to the satisfaction of the Facilities Maintenance Director or designee.

LOCATION CONTACTS

Contractor shall coordinate monthly activities with Monroe County contacts as listed below:

Facilities Maintenance Contract Monitor: Alice Steryou – 305 292-4549
Parks & Beaches Contract Monitor: Tammy Acevedo – 305 453-8776

Gato Building - Enrique Gonzalez - 305-797-1492
Harvey Government Center (First Floor) -Sam Steele - 305-295-5000
Harvey Government Center (Second Floor)-Von Woods-305-797-1494
Historic Courthouse - Tom Pacini - 305-394-7763
Jefferson Browne (incl. Old Jail) – Tom Pacini - 305-394-7763
Lester Building Debra Tom Pacini - 305-394-7763
Freeman Justice Center- Tom Pacini - 305-394-7763
Key West Library – Kim Rinaldi -305-809-5256
Bayshore Manor – Willie Desantis – 305 797-1250
County Attorney Offices (#408) - Abra Campo or Brian Bradley - 305-292-3470
Public Defender Office (#301) – Kim Kocis - 305-587-8807
Big Pine Key Library – Rob Rinaldi -305-809-6304
Blue Heron Community Center – Damarys Fernandez- 305-413-0488
Stock Island Fire Station #8 – Maria Altamarino – 305-289-6047
Big Pine Fire Station #13 - Maria Altamarino - 305-289-6047
Big Coppitt Key Fire Station #9 - Maria Altamarino - 305-289-6047
Sugarloaf Key Fire Station #10 - Maria Altamarino - 305-289-6047
Cudjoe Key Fire Station #11 - Maria Altamarino – 305-289-6047
Key West DMV – Sam Steele - 305-295-5000
Big Pine DMV – Damarys Fernandez- 305-413-0488
Commissioner District 2 Big Pine Key Office-Damarys Fernandez- 305-413-0488
Rockland Key Facilities and Roads Trailers (2)–Alice Steryou 305-292-4549
Rockland Fleet Garage-Joe Zopyy-305-295-3673
Bernstein Park Community Center- Carlton Howard – 305-902-7175
Wilhelmina Harvey Park- Carlton Howard – 305-902-7175
Watson Field Dog Park- Carlton Howard – 305-902-7175
Higgs Beach Dog Park – Tony Roberts – 305-797-2532
West Martello – Tony Roberts – 305-797-2532
Big Pine Community Park - Carlton Howard – 305-902-7175
Pine Channel Swim Hole - Carlton Howard – 305-902-7175

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY DECLARATION

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **VI. DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to the coverage provided by this endorsement. However, the coverage expansions provided throughout this endorsement do not apply if coverage is excluded either by the provisions of the Coverage Part or by endorsement.

I. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non-Owned Watercraft

Paragraph 2.g. (2)(a) of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced with the following:

(a) Less than 51 feet long; and

B. Property Damage Extension

The following is added to Exclusion j.:

1. Borrowed Equipment

Paragraphs (3) and (4) of this exclusion do not apply to “property damage” to borrowed equipment while not being used to perform operations at the job site.

2. Elevators

The following is added to Exclusion j.:

Paragraphs (3) and (4) of this exclusion do not apply to “property damage” arising from the use of elevators.

II. SUPPLEMENTARY PAYMENTS- COVERAGES A AND B

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- A.** The limit for the cost of bail bonds is increased from \$250 to \$1,000; and
- B.** The limit for loss of earnings is increased from \$100 a day to \$500 a day.

III. WHO IS AN INSURED

A. Paragraph 2. Under **SECTION II – WHO IS AN INSURED** is expanded to include the following:

1. Additional Insured by Contract, Agreement or Permit

Any person(s) or organization(s) is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person(s) or organization(s) be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such a person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to herein as vendor) with whom you agreed, because of 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:

(1) 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 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;
- (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 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 distribution or sale of the products;
- (f) Demonstration, installation, services or repair operations, except such operations performed at the vendor's premises in connection with the sale of the products;
- (g) 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.
- (h) "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:
 - i. The exceptions contained in contained in Subparagraphs(d) or (f); or
 - ii. 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 of sale of the products.

(2) 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.

b. Lessors or Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment lease to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person(s) or organization(s) from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

- (1) Any architect, engineer, or surveyor engaged by you 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:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to “bodily injury” or “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional 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.

e. Permits Issued By State or Political Subdivisions

Any state or governmental agency or subdivision or political subdivision but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

The insurance does not apply to:

- (1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or
- (2) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

f. Any Other Party

Any other person(s) or organization(s) who is not an insured under Paragraph **a.** through **e.** above, 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:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with “your work” and included within the “products-completed operation hazard”, but only if:
 - (a) The written contract or agreement requires you to provide such a coverage to additional insureds; and
 - (b) The Coverage Part provides coverage for “bodily injury” or “property damage” included within “products-completed operations hazard”.

With respect to the insurance afforded to these additional insureds, this coverage does not apply to: “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or filing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspections, architectural or engineering activities.

The limit of insurance that apply to additional insureds under this extension is described in **SECTION III – LIMITS OF INSURANCE.**

How this Insurance applies when other insurance is available to the additional insured is described in the **Other Insurance** Condition in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.

2. Subsidiaries

Any subsidiary and subsidiary thereof of yours, which is a legally incorporated entity, of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part 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.

3. Newly formed Or Acquired Organizations

Paragraph 3.a. of **SECTION II – WHO IS AN INSURED**, is increased from 90th day to 180th day.

However, this expansion does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Coverage Part or by endorsement.

IV. LIMITS OF INSURANCE

A. Damage to Premises Rented To You

Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The most we will pay in any one “occurrence” is the higher of the following:

- (a) \$300,000; or
- (b) The amount shown in the Declarations for Damages To Premises Rented to You Limit.

B. Medical Payments

Paragraph 7. of **SECTION III – LIMITS OF INSURANCE** is replaced with the following:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person.

The most we will pay because for “bodily injury” sustained by any one person is the higher of the following;

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

V. SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS

The following items are amended:

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following items are added to Paragraph 2. of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. Additional Insurance Other Insurance

If we cover a claim or “suit” under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or “suit” to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written agreement that this insurance is primary and non-contributory with the additional insured’s own insurance.

f. Knowledge Of An Occurrence, Offense, Claim or Suit

Paragraph **a.** and **b.** apply to you or to any additional insured only when such “occurrence”, offense, claim or “suit” is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any “executive officer” or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

B. Other Insurance

The following items are added to paragraph **4.b.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis;

(a) Property Damage to Borrowed Equipment or Use of Elevators

If the loss arises out of “property damage” to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**;

(b) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for products and completed operations, for which you have been added as an additional insured by that insurance; or

(c) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part:

i. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c. Method of Sharing**, in the policy.

ii. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured’s own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

C. Representations

Paragraph **6.** of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;

- (2) Those statements are based upon representation you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date or your policy, we will not deny coverage under this Coverage Part because of such failure. However, you must report such error or omission to us as soon as practicable after its discovery.

D. Transfer Of Rights Of Recovery Against Others To Us

Paragraph 8. of **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and helps us enforce them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "occurrence" or "suit" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

VI. DEFINITIONS

A. Amended Definitions

1. Advertisement

The following is added to the definition of "advertisement":

However, "advertisement" does not include:

The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

An interactive conversation between or among persons through a computer network.

2. Coverage Territory

Final paragraph in the definition of "coverage territory" is replaced by the following:

Provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

3. Insured Contract

(1) Paragraph a. in the definition of "insured contract" is replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You Limit described in **SECTION III- LIMITS OF INSURANCE**.

(2) The First paragraph of Paragraph f. in the definition of "insured contract" is replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. Mobile Equipment

Paragraph **f. (1)** in the definition of “mobile equipment” is replaced by the following:

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

5. Personal and Advertising Injury

Paragraph **f.** in the definition of “personal and advertising injury” is replaced by the following;

f. Copying, in your “advertisement”, a person’s or organization’s “advertising idea” or style of “advertisement”.

B. Added Definitions

“Advertising idea” means any idea for an “advertisement”.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	7/22/2022	Policy No.	TWC4122677	Endorsement No.	2
Insured	Tower Pest Control, Inc.			Premium \$	7,045
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____