

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WASHINGTON CHANGES – DEPARTMENT OF TRANSPORTATION PROJECTS

This endorsement modifies insurance provided under the following:

### OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

- A. Paragraph 1.b., Insuring Agreement of Section I – Coverages** is replaced by the following:
- 1. Insuring Agreement**
    - b.** This insurance applies to "bodily injury" and "property damages" only if:
      - (1)** The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:
        - (a)** Operations performed for you by the "contractor" in connection with the construction project specified in the Declarations; or
        - (b)** Your acts or omissions in connection with such operations for the construction project specified in the Declarations performed for you by the "contractor";
      - (2)** The "bodily injury" or "property damage" occurs during the policy period; and
      - (3)** Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- B. Subparagraph c. of Paragraph 2., Exclusions of Section I – Coverages** is replaced by the following:
- 2. Exclusions**

This insurance does not apply to:

    - c. Work Completed Or Put To Intended Use**

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

      - (1)** The thirtieth day after all "work" on the construction project specified in the Declarations to be performed for you by the "contractor" at the site of the operations has been completed; or
      - (2)** The thirtieth day after that portion of the "contractor's" "work", out of which the injury or damage arises, has been accepted by and put to its intended use by the Department of Transportation of Washington.
- C. Subparagraph d., Acts Or Omissions By You And Your Employees, of Paragraph 2., Exclusions of Section I – Coverages** does not apply.
- D. The following exclusion is newly added to Paragraph 2., Exclusions of Section I – Coverages:**
- 2. Exclusions**

This insurance does not apply to:  
Professional Services Performed By The Insured  
"Bodily injury" or "property damage" arising out of professional services of an architect, engineer or surveyor performed by or for the insured in the preparations of maps, plans, opinions, reports, surveys, designs or specifications, except signs, barricades, and other traffic control devices.
- E. Section II – Who Is An Insured** is replaced by the following:  
The State of Washington, and its officers and employees while acting within the scope of their duties in connection with the construction project specified in the Declarations, are insureds.
- F. The definition of "contractor" under Section V – Definitions** is replaced by the following:
- 3. "Contractor"** means the contractor designated in the Declarations including any subcontractors of any tier performing operations for such contractor and any suppliers of equipment or materials for the construction project specified in the Declarations.