

PROFESSIONAL SERVICES ENDORSEMENT FOR "AT RISK" CONSTRUCTION MANAGERS

It is agreed that the Professional Services set forth in Item 4 of the Declarations of this Certificate includes:

1. Design and Engineering Services.
2. Planning for the mechanical and electrical phases of construction as a consultant or advisor to the Owner or Architect-Engineer.
3. Reviewing plans and specifications and offering advice and making recommendations with respect to construction feasibility, time requirements for procurement, construction availability of materials and labor and possible economies in construction.
4. Supervisory, inspection or review services performed by the **Named Insured** for the Architect-Engineer or Owner except that such supervisory, inspection or review services does not include the **Named Insured's** supervisory or review of the work or services performed by its employees or any contractors retained by the **Named Insured**.
5. Awarding of contracts to others on behalf of the Owner.
6. Scheduling or coordination operations.

It is further agreed that this Endorsement extends coverage for:

1. The **Insured's** liability for injuries to workmen of others;
2. The **Insured's** liability to the public for work performed by the **Named Insured** or on behalf of the **Named Insured**,

provided always that the **Claim** seeking to impose such liability upon the **Insured** arises solely out of those Professional Services listed in Definition S, **Section III. Definitions** of the Certificate or the **Named Insured's Professional Services** listed in Item 1-6 in this Endorsement.

For purposes of this endorsement, the Insuring Agreements and all other provisions of this insurance shall not apply to **Claims, Damages, Cleanup Costs, and Costs, Charges and Expenses** for or arising out of or in any way involving:

- A. the acquisition of any real estate or the securing of financing for the acquisition of any real estate;
- B. the advising or requiring of, or failure to advise or require or failure to maintain or procure any financing or monies for the payment of any portion of any project, or of services or labor connected with any project;
- C. costs overruns or the exceeding of any budget or other cost limitation or arising out of cost estimates being exceeded;
- D. failure to complete any construction in a timely manner or within a prescribed period of time;
- E. or based on or directly or indirectly arising out of construction means, methods, techniques, sequences or procedures or any faulty workmanship, construction or work not in accordance with the design of any project or the construction documents (including but not limited to the drawings and specifications) if such work is performed by the **Named Insured** or a Subsidiary of the **Named Insured** or any entity under common ownership, management or control with the **Named Insured** or any entity that owns the **Named Insured**;
- F. or based on or directly or indirectly arising out of the failure to protect any property or persons, or, the preparation or failure to prepare any safety precautions or procedures in connection with any project, whether in whole or in part, including, but not limited to first aid stations, temporary utilities or structures fencing signs, scaffolding and barricades, or project cleanup.

All other terms and conditions of the Certificate remain unchanged.