

C O N T R A C T

THIS CONTRACT made and entered into this 19th day of March, 2025, by and between Ellsworth Construction OKC, LLC DBA A-Tech Paving as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2425-33 STREET MAINTENANCE BOND – URBAN RECONSTRUCTIONS **PROJECT**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Nine hundred forty thousand five hundred forty-seven dollars and twenty-nine cents (DOLLARS);

(NUMERALS) (\$ 940,547.29).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Contract No. K-2425-96
Page 1 of 4

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

STREET MAINTENANCE BOND – URBAN RECONSTRUCTIONS PROJECT

a. 220 Calendar Days

i. 220 Calendar Days does not include weather days

1. Weather days to be determined by the engineer or the streets program manager

Calendar Days does not include weather days

Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%, or as otherwise permitted by applicable law.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

Contract No. K-2425-96

Page 2 of 4

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

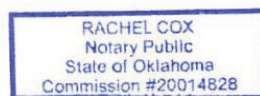
13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

Tim Lunday, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Tim Lunday
Contractor

Subscribed and sworn to before me this 19th day of March, 2025.



Rachel Cox
Notary Public

Contract No. K-2425-96
Page 3 of 4

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____ 20____, and the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST:

Authorized Representative

Anthony Tassinori

Corporate Secretary (where applicable)

Principal

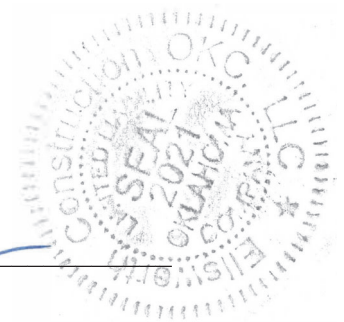
Signed:

Jim Lunday

Title: President

Address 500 N Vickie Dr, Oklahoma City, OK 73117

Telephone: 405-418-4741



CITY OF NORMAN:

Approved as to form and legality this _____ day of _____ 20____.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

Contract No. K-2425-96
Page 4 of 4

CITY OF NORMAN

MAINTENANCE BOND

5857274

Great American Insurance Company

Know all men by these presents that Ellsworth Construction OKC, LLC dba A-Tech Paving, as Principal, and , a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Nine Hundred Forty Thousand Five Hundred Forty Seven and 29/100 DOLLARS (\$ 940,547.29), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of One Hundred Forty One Thousand Eighty Two and 09/100 DOLLARS (\$ 141,082.09), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

BID 2425-33 STREET MAINTENANCE BOND – URBAN RECONSTRUCTIONS PROJECT

has entered into a written CONTRACT (K-2425-96) with the CITY OF NORMAN, dated this ____ day of _____, 20__ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of three (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Maintenance Bond No. MB-2425-32

Page 1 of 3

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ___ day of _____, 20___, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 18 day of March, 2025.

(Corporate Seal) (where applicable)

ATTEST: [Signature]

Corporate Secretary (where applicable)

(Corporate Seal) (where applicable)

ATTEST: [Signature]

Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal
Signed: [Signature]

Title: Authorized Representative
President

Address: _____
500 N Vickie Dr Oklahoma City, OK 73117

Telephone: 405-418-4741

Surety: Great American Insurance Company

Signed: [Signature]
Authorized Representative

Printed: Dayna Harjo
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd East Ave, Suite 110 Tulsa, OK 74133

Telephone: 918-999-9120

CORPORATE ACKNOWLEDGEMENT

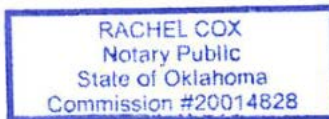
STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

The foregoing instrument was acknowledge before me this 19th day of March, 2025,
by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Pa
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 19th day of March, 2025.

My Commission Expires:

December 8, 2028



[Signature]
Notary Public

Maintenance Bond No. MB-2425-32

Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by
_____(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by
_____(Name and Title) _____ (partner/agent)
on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

PERFORMANCE BOND 5857274

Know all men by these presents, that Ellsworth Construction OKC, LLC dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company Corporation organized under the laws of the State of Ohio and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Nine Hundred Forty Thousand Five Hundred Forty Seven and 29/100 DOLLARS, (\$ 940,547.29), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2425-33 STREET MAINTENANCE BOND – URBAN RECONSTRUCTIONS PROJECT

has entered into a written CONTRACT (K-2425-96) with THE CITY OF NORMAN, dated this day of , 20 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the day of , 20 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of March 18, 2025.

Performance Bond No. B-2425-44
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Elizabeth C Tassinori

Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal

Signed: Jim Lunday

Title: Authorized Representative
President

Address: _____

500 N Vickie Dr Oklahoma City, OK 73117

Telephone: 405-418-4741

Surety: Great American Insurance Company

Signed: Dayna Harjo
Authorized Representative

Printed: Dayna Harjo
Authorized Representative

Title: Attorney-in-fact

10425 S 82nd East Ave, Suite 110 Tulsa, OK
Address: 74133

Telephone: 918-999-9120

(Corporate Seal) (where applicable)

ATTEST:

[Signature]



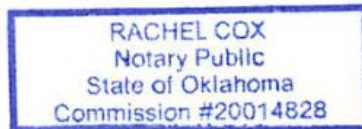
CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss:

The foregoing instrument was acknowledge before me this 19th day of March, 2025, by Tim Lunday, President (Name and Title), of Ellsworth Construction OKC, LLC dba A-Tech Paving, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 19th day of March, 2025.

My Commission Expires:
December 8, 2028



Rachel Cox
Notary Public

Performance Bond No. B-2425-44
Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20__.

City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

Performance Bond No. B-2425-44
Page 3 of 3

STATUTORY BOND 5857274

Know all men by these presents that Ellsworth Construction OKC, LLC dba A-Tech Paving as PRINCIPAL, and Great American Insurance Company, a corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Nine Hundred Forty Thousand Five Hundred Forty Seven and 29/100 DOLLARS (\$ 940,547.29), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2425-33 STREET MAINTENANCE BOND – URBAN RECONSTRUCTIONS PROJECT

has entered into a written CONTRACT (K-2425-96) with THE CITY OF NORMAN, dated this ____ day of _____, 20____, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the ____ day of _____, 20____, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 18 day of March, 2025.

(Corporate Seal) (where applicable)

ATTEST


Corporate Secretary (where applicable)

Ellsworth Construction OKC, LLC dba A-Tech Paving

Principal

Signed: 

Authorized Representative

Title: **President**

Address: _____

500 N Vickie Dr Oklahoma City, OK 73117

Telephone: 405-418-4741

Statutory Bond No. B-2425-45
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

[Signature]



Surety: Great American Insurance Company

Signed: *[Signature]*
Authorized Representative

Printed: Dayna Harjo
Authorized Representative

Title: Attorney-in-fact

Address: 10425 S 82nd East Ave, Suite 110 Tulsa, OK 74133

Telephone: 918-999-9120

CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

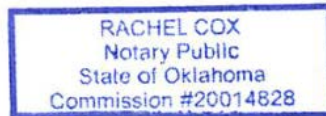
The foregoing instrument was acknowledge before me this 19th day of March, 2025, by Tim Lunday, President (Name and Title), of

Ellsworth Construction OKC, LLC bda A-Tech Paving

a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 19th day of March, 2025.

My Commission Expires:
December 8, 2028



[Signature]
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____,

a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

Statutory Bond No. B-2425-45
Page 2 of 3

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ (Name and Title) _____
(partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21862

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain	All of	All
Dayna Harjo	Tulsa, Oklahoma	\$100,000,000
Cindi L. Smith		
William C. Taylor		
Samuel G. Smith		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of June, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Steph C. B.

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 17th day of June, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

18

day of

March

2025



Steph C. B.

Assistant Secretary



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/21/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC Lic # 0G11911 7535 Irvine Center Dr. Suite 250 Irvine, CA 92618	CONTACT NAME: Sarah Jones PHONE (A/C, No, Ext): 818 251-3000 E-MAIL ADDRESS: sarah.jones@usi.com FAX (A/C, No):														
INSURED Ellsworth Construction OKC 1209 S. Frankforth Ave., Suite 400 Tulsa, OK 74120	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER C : Ironshore Specialty Insurance Co</td> <td>25445</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : AGCS Marine Insurance Company	22837	INSURER C : Ironshore Specialty Insurance Co	25445	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Arch Insurance Company	11150														
INSURER B : AGCS Marine Insurance Company	22837														
INSURER C : Ironshore Specialty Insurance Co	25445														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	71PKG1990701	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	71PKG1990701	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	71UFP1990701	04/01/2024	04/01/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	71WC11990701	04/01/2024	04/01/2025	<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
B	Inland Marin			MZI93090659	04/01/2024	04/01/2025	750,000
C	Pollution-Co			ICELLUWOO157962	04/01/2024	04/01/2025	5,000,000

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

RE: BID 2425-3 STREET MAINTENANCE BOND PROGRAM - URBAN CONCRETE PAVEMENT, FYE 2025 LOCATIONS, BID 1;
Evidence of insurance only.

CERTIFICATE HOLDER**CANCELLATION**

City of Norman 225 N Webster Ave. Norman, OK 73069-0000	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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Allianz Global Corporate & Specialty®

Construction Block Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to AGCS Marine Insurance Company, the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. They may be defined subsequently or their definitions may be found in Section F. Definitions.

In return for "your" payment of the premium shown in the Declarations which are part of this policy, "we" provide the coverage described herein subject to all the conditions of this policy. Endorsements and schedules may also apply as identified in the Declarations or schedule of coverages.

A. Coverage

"We" will pay for "Loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

a. Covered Property means:

- (1) "Your" equipment, tools and machinery, including spare parts, repair parts and accessories that "you" own or for which "you" are liable.
- (2) Buildings or structures in the course of construction, including property used in or incidental to construction at a construction site. Labor and profit are included.
- (3) Materials, supplies, machinery, equipment and fixtures "you" own or for which "you" are liable or which "you" have contracted to install or erect provided that the values for this property have been reported to the company if this policy is issued on a reporting basis. Labor and profit are included.

b. Coverage Conditions

(1) Duration of Coverage

- (a) With respect to A.1.a.(2) and A.1.a.(3) "we" will provide coverage from the time Covered Property becomes "your" responsibility, during construction or installation, including while Covered Property is being transported to the construction or installation site until one of the following situations occurs:
 - (i) The policy expires;
 - (ii) "Your" interest in, or responsibility for, any Covered Property ceases; or
 - (iii) The "Covered Property" is accepted by the purchaser or owner.

2. Covered Causes of Loss

Covered Causes of Loss means Risks of Direct Physical Loss or Damage to Covered Property from any external cause except those causes of loss listed in the Exclusions.

3. Extensions of Coverage

a. Contract Penalty Clause Coverage

1. "We" will pay the contractual penalties "you" are required to pay to "your" customers as a result of any clause in "your" contracts for failure to timely deliver "your" product according to the contract terms. The penalties must solely result from direct physical loss or damage by a Covered Cause of Loss to Covered Property.
2. The most "we" will pay for penalties for all contracts in any one "Occurrence" is \$25,000.

b. Debris Removal Coverage

- (1) "We" will pay "your" reasonable expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to "us" in writing within 180 days of the date of the direct physical loss or damage.
- (2) The most "we" will pay under this Additional Coverage is the lesser of 25% of:
 - (a) The amount "we" pay for the "Loss" to Covered Property; plus the deductible in this policy applicable to that "Loss"; or
 - (b) The applicable Limit of Insurance for Covered Property:
 - (i) At the Job Site;
 - (ii) At a location other than the Job Site; or
 - (iii) In Transit;
 Where the "Loss" occurs.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance Section.

- (c) This Additional Coverage does not apply to costs to:
 - (i) Extract "Pollutants" from land or water; or
 - (ii) Remove, restore or replace polluted land or water.

c. Denial of Access by Civil Authority

"We" will pay for additional reasonable expense "you" incur as a result of a delay in the completion of the installation or construction at any one construction site resulting from the actions of a Civil Authority to deny ingress or egress to the construction site due to unsafe road conditions resulting from a Covered Cause of Loss provided that:

- (1) All roads providing ingress or egress to the construction site have been closed by the Civil Authority; and
- (2) "You" would not have incurred a delay but for the closure of all roads providing ingress or egress to the "Site";

This coverage begins seventy-two (72) hours after the action of a Civil Authority to deny ingress or egress to the construction site. The most "we" will pay under this Additional Coverage is \$100,000 in any one "Occurrence" for reasonable expenses incurred as a result of delay following the 72 hour waiting period.

d. Earnings, Rents and Soft Costs

"We" cover "Loss of Earnings" and "Rental Value" "you" lose, or "Soft Costs" "you" incur because of a Covered Cause of Loss under the policy. The most "we" will pay for any one "Loss" is \$25,000. "Soft costs" means additional expenses over and above the projected cost of the covered construction project which occurs because of a Covered Cause of Loss which delays the project, and are limited to just these things:

- (1) Additional interest expense on money "you" borrow to finance construction or repair;
- (2) Additional realty taxes and real estate assessments which "you" incur for the period of time that construction has been extended beyond the projected completion date that existed before the "Loss" occurred;
- (3) Additional advertising and promotional expenses which become necessary as a result of a "Loss";
- (4) Additional commissions, which result from renegotiation of leases following an interruption to the project; and
- (5) Additional reasonable and necessary legal, accounting, architectural, artisan or archival consultation expenses which you incur because of a "Loss".

e. Employees' Tools and Work Clothing

"We" cover tools and work clothing of "Employees" for which "you" may be liable while such tools and work clothing are located at job sites or while in transit to or from job sites in "your" "vehicles". "We" shall not be liable for more than \$25,000 in any one "Loss", involving property of a number of

"Employees", or for more than \$2,500 with respect to property of any one "Employee". The deductible clause does not apply to this additional coverage.

f. Equipment Rental Cost Reimbursement

"We" will cover expenses necessarily incurred to rent substitute equipment when Covered Property as described in A.1 and insured by this policy is rendered unusable by a Covered Cause of Loss. You agree to substitute other equivalent equipment at "your" disposal, if available. Our liability for such expense shall not exceed the amount incurred during the period:

- (1) Commencing with the expiration of the "Waiting Period", and
- (2) Ending when such equipment has been, or in the exercise of due diligence and dispatch should have been, repaired or replaced by you, whichever occurs first.

Equipment Rental Cost Reimbursement Coverage shall not be limited by the expiration of this policy.

The "Waiting Period" begins when the "Loss" has been reported to us and continues for twenty-four (24) hours while rental expense is being paid.

The most "we" will pay for Equipment Rental Cost Reimbursement in any one "Occurrence" is \$25,000.

g. Expendable Supplies

"We" will cover fuel, oil, grease and similar expendable supplies, usual to "your" operations, lost or destroyed in a "Loss". The most "we" will pay in any one "Loss" is \$5,000 unless such items are specifically covered for more.

h. Fire Protection Devices

"We" will pay up to \$75,000 in expenses you incur to recharge or refill any fire protection devices discharged as a result of fire or explosion. This additional coverage will not apply while actual work is being performed upon the system or while the system is being tested.

i. "Fungi"

- (1) If "Fungi" results from a "Loss", "we" will pay for the necessary and reasonable cost incurred to test for, monitor, abate, mitigate, remove, dispose of, or remediate "Fungi".
- (2) Coverage provided by this extension applies only if the presence of "Fungi" is reported to "us" within 30 days of the occurrence of the "Loss" that is alleged to have caused this condition.

The most "we" will pay under this coverage extension in any one "Occurrence" or in the "Annual Aggregate" during this policy period is \$25,000 or a higher amount if indicated in the Declarations. The provisions of this extension do not increase any Limits of Insurance provided by this policy.

j. Green Building Certification

"We" will pay additional reasonable registration or certification fees, not to exceed \$25,000, made necessary by a "Loss" to re-register or re-certify "your" building with The United States Green Building Council or Green Building Initiative.

k. Increased Costs of Completing Undamaged Portions of a Building

"We" will pay up to \$100,000 for the increased costs of construction materials and labor "you" incur due to a delay in completing previously undamaged or unfinished portions of a building or structure.

This Additional Coverage shall not apply to any other type of delay, including a delay which existed at the time of the "Loss" or a delay which is not a direct result of Covered Cause of Loss to Covered Property.

l. Indoor Air Quality

"We" will pay additional reasonable expense, not to exceed \$25,000, which becomes necessary as a result of a "Loss" to restore Indoor Air Quality to standards "you" have established in Indoor Air Quality Management Plan in a manner consistent with the procedures specified by the LEED NC® Green Building Rating System of the United States Green Building Council. This includes the additional reasonable and necessary expense to flush out the reconstructed space with 100% outside air and new filtration media following reconstruction in a manner consistent with the procedures

specified by the LEED EB® Green Building Rating System of the United States Green Building Council.

m. Loss Information Expenses

"We" will pay "your" reasonable expenses incurred at "our" request, to assist "us" in adjusting a "Loss". Loss Information Expenses include the cost of taking inventory, performing appraisals and providing documentation to assist "us" in determining the extent of "your" "Loss".

"We" will not pay for costs or expenses for:

- (1) Legal services;
- (2) Public adjusters;
- (3) Appraisals in Section E. Conditions 8. Appraisal below;
- (4) The purpose of negotiating or establishing that a claim is covered by this policy; or
- (5) Any insurance broker, agent, claims consultant or any person or entity acting on their behalf unless requested by "us" in writing.

The most "we" will pay is \$25,000 in any one "Occurrence".

n. Pollutant Cleanup and Removal

"We" will pay "your" reasonable cost to extract "Pollutants" from land or water. The release, discharge or dispersal of the "Pollutants" must result from a "Loss" and must occur during the policy period.

This coverage only applies if no later than 180 (one hundred eighty) days from the date of "Loss" or from the end of the policy period, whichever comes first, "you":

1. Discover the "Loss"; and
2. Report the "Loss" to "us" in writing.

"We" will not pay:

1. The cost to repair, replace or restore property damaged or destroyed by extraction of "Pollutants";
2. The cost to extract "Pollutants" from land or water:
 - a. at any location used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - b. at any location if the "Pollutants" are released, dispersed or discharged from a location which is used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - c. at any location if the "Pollutants" arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.
 - d. the cost of testing, evaluating, observing or recording the existence, level or effects of "Pollutants".

The most "we" will pay under this Additional Coverage is \$10,000 in any one year commencing with policy inception. This amount is in addition to the Limit of Insurance shown in the Declarations for all "Covered Property" in any one "Occurrence". If this policy is written for a term of more than one year, "we" will apply this limit separately to each consecutive year of the policy period.

o. Recycling Diversion Expense

"We" will pay additional reasonable expense, not to exceed \$25,000, which becomes necessary because of a "Loss" for the increased costs "you" incur to divert debris caused by or resulting from a "Loss" from "your" covered building to recycling facilities rather than landfills, if such debris can be recycled. Any income or remuneration derived from the recycling shall be used to reduce the "Loss".

P Removal to Preserve Covered Property

"We" will cover "Loss" to Covered Property while being moved to or stored at a temporary location to preserve Covered Property from an imminent threat of "Loss". "We" will also cover "Loss" to Covered

Property while being moved back to the "Site" from a temporary location provided that "you" do so within a reasonable time after the imminent threat of "Loss" has passed.

If "you" remove Covered Property to a temporary location to avoid an imminent threat of "Loss", "you" must inform "us" within ten (10) days of removal or no coverage will apply. This additional coverage does not extend past the policy expiration date.

"We" will pay the necessary and reasonable expenses "you" incur in moving and storing Covered Property to preserve it from an imminent threat of "Loss". The most we will pay under this Additional Coverage is \$25,000 in any one "Occurrence".

q. Reward Coverage

"We" will reimburse "you" for any reward payments "you" make leading to:

- (1) The successful recovery of stolen "Covered Property" involving a Covered Cause of Loss; or
- (2) The arrest and conviction of any persons who have damaged or stolen any of the "Covered Property" involving a Covered Cause of Loss.

The most "we" will pay is \$5,000 in any one "Occurrence". No deductible applies to this Additional Coverage.

r. Scaffolding Forms or Falsework

"We" will cover expenses to erect new scaffolding, forms or falsework when the original scaffolding forms or falsework, covered by this policy has been damaged or destroyed in a "Loss".

s. Service Charges and Responding Fire Departments

"We" will pay up to \$25,000 for fire department services charges that you incur when a fire department is called to save or protect covered property from an insured peril. Fire department service charges mean charges that you assume by contract or agreement prior to loss or charges you are required to pay by local ordinance if the fire department is called to save or protect the Covered Property from a covered cause of loss.

t. Sinkhole Collapse

"We" will pay for "Loss" caused by or resulting from risks of "Loss involving collapse of covered property caused only by "Sinkhole Collapse".

u. Valuable Papers and Records

"We" will pay for "Loss" to replace or restore lost or damaged "Valuable Papers and Records", including those which exist on electronic media for which there are no duplicates.

This Additional Coverage extends only to "Loss" to "Valuable Papers and Records" which are:

- (1) On the construction or installation "Site" or within five hundred (500) feet of the construction or installation "Site", or
- (2) "Valuable Papers and Records" which are in transit to or from the construction or installation "Site".

The most "we" will pay is \$50,000 in any one "Occurrence".

4. Property Not Covered

Covered Property does not include:

- a. Aircraft; watercraft; automobiles, motor trucks licensed for highway use, motorcycles, motor scooters, or any other "Vehicles" designed primarily for highway use; (including motors, equipment and accessories);
- b. Penalties for, or expenses incurred as a result of delay, in completion of contract terms; conditions of noncompliance with contract terms conditions; or from any guarantee of performance or production;
- c. Land or land values;
- d. Water;
- e. Contraband or property in the course of illegal transportation or trade;

- f. Increased costs of construction materials and labor in completing previously undamaged or unfinished portions of a construction project, except as provided in 3. Additional Coverages, k. Increased Costs of Construction Materials and Labor;
- g. Any real property and fixtures that existed prior to the construction or improvements, alterations or repairs, and any real or personal property that existed or was in the course of construction prior to the inception of this policy unless provided by endorsement; and
- h. Any real property, machinery, equipment and fixtures that will be demolished or permanently removed in the course of construction of additions, alterations or repairs.

B. Exclusions

1. "We" will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Ordinance or Law

- (1) The enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion applies whether the loss or damage results from:
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss or damage to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a mine, whether or not mining activity has ceased; or
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b. (1) through (4)** above, results in fire or explosion, "we" will pay for the "Loss" caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or "Volcanic Action", "we" will pay for the "Loss" caused by that fire, building glass breakage or Volcanic Action.

"Volcanic Action" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

"Volcanic Action" does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

All Earth Movements that occur within any 168-hour period will constitute a single "Occurrence".

This exclusion does not apply to Covered Property insured under Section A.1.a. (1) of this coverage form.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But "we" will pay for "Loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

d. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause whether controlled or uncontrolled. But if nuclear reaction or radiation, or radioactive contamination results in fire, "we" will pay for the "Loss" caused by that fire if the fire would be covered under this coverage form.

e. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

f. Water

- (1) Flood, surface water, waves tidal water, storm surge, tsunami or the overflow of a body of water, all whether driven by wind or not; or
- (2) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1)

This exclusion applies regardless of whether any of the above, in Paragraphs (1) and (2) is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) and (2), results in fire, explosion or theft, "we" will pay for the "Loss" caused by that fire, explosion or theft if these causes of loss would be covered under this coverage form.

This exclusion does not apply to Covered Property insured under Section A.1.a. (1) of this coverage form.

g. Fungi, Wet Rot and Dry Rot

Presence, growth, proliferation, spread or any activity of "Fungi", or wet or dry rot.

But if "Fungi", or wet or dry rot results in a Covered Cause of Loss, "we" will pay for the "Loss" caused by that Covered Cause of Loss.

This exclusion does not apply:

- (1) When "Fungi", or wet or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in Section A.4 Additional Coverage with respect to "Loss" by a cause of loss other than fire or lightning.

h. Virus, Bacterium or Other Microorganism

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, does not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

This exclusion applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover business income, extra expense or action of civil authority.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. "We" will not pay for loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Unexplained disappearance.

- c. Shortage found upon taking inventory.
- d. Dishonest or criminal act committed by:
 - (1) "You", any of "your" partners, "Employees", directors, trustees, or authorized representatives;
 - (2) A manager or a member if "you" are a limited liability company;
 - (3) Anyone else with an interest in the Covered Property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the Covered Property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by "your" employees. But theft by "Employees" is not covered.

- e. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

But if fire results, "we" will pay for the loss or damage caused by that fire if the fire would be covered under this coverage form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

- f. Voluntary parting with any property by "you" or anyone entrusted with the Covered Property.
 - g. Unauthorized instructions to transfer property to any person or to any place.
 - h. Neglect of an insured to use all reasonable means to save and preserve property from further damage at or after the time of loss.
3. "We" will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage to Covered Property by a Covered Cause of Loss results, "we" will pay for the loss or damage to Covered Property caused by that Covered Cause of Loss.
- a. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - b. Wear and tear.
 - c. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, or gradual deterioration.
 - d. Insects, birds, rodents or other animals.
 - e. Rust or other corrosion, dampness or dryness of atmosphere, or changes in or extremes of temperature.
 - f. Mechanical breakdown or derangement, rupture, bursting or disintegration of the rotating or moving parts of machines resulting from centrifugal or reciprocating force; however, "we" will pay for physical damage to any other covered property resulting from these occurrences.
 - g. Any condition or event inside steam boilers, steam pipes, steam engines, or steam turbines, or caused by or resulting from any condition or event inside such boilers or equipment. But "we" will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - h. Any condition or event inside hot water boilers or caused by or resulting from any condition or event inside such boilers or equipment, other than explosion.

- i. Testing, unless fire or explosion follows. Then "we" will pay the "Loss" caused by such fire or explosion.
- 4. "We" will not pay for loss by or resulting from defective, faulty or inadequate:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, plan, specification, workmanship, repair, construction, renovation, remodeling, grading or compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;

Of part or all of any Covered Property wherever located.

"We" will pay for "Loss" to other Covered Property which is free of the defective, faulty or inadequate condition excluded in 4.a. through d., but is damaged in consequence thereof.

"We" will not pay for any costs or expenses incurred to access Covered Property in order to replace, repair or rectify the defective, faulty or inadequate condition excluded in 4.a through d. above.

For the purpose of this policy and not merely this exclusion, Covered Property shall not be regarded as lost or damaged solely because of the existence of any defective, faulty or inadequate condition excluded in 4.a through d. above.

C. Deductible

"We" will not pay for loss or damage in any one "Occurrence" until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. "We" will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

If more than one deductible is applicable under this Coverage Form, "we" will apply only the highest amount that is applicable.

D. Limits of Insurance

The most "we" will pay for "Loss" in any one "Occurrence" is the applicable Limit of Insurance shown in the Declarations.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Debris Removal Coverage but, if:

- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

"We" will pay up to an additional \$100,000 or 10% of the limit of insurance, whichever is less.

2. "Sinkhole Collapse"

3. "Fungi"

The limits applicable to all other Additional Coverages are in addition to the Limits of Insurance.

E. Conditions

1. Cancellation

The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to "us" advance written notice of cancellation.

- a. "We" may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (i) Ten (10) days before the effective date of cancellation if "we" cancel for nonpayment of premium; or
 - (ii) Thirty (30) days before the effective date of cancellation if "we" cancel for any other reason.
- b. "We" will mail or deliver "our" notice to the first Named Insured's last mailing address known to "us".
- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- d. If this policy is cancelled, "we" will send the first Named Insured any premium refund due. If "we" cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if "we" have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Changes

This policy contains all the agreements between "you" and "us" concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by "us" and made a part of this policy.

3. Examination of "Your" Books and Records

"We" may examine and audit "your" books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

4. Inspections and Surveys

- a. "We" have the right to:
 - (i) Make inspections and surveys at any time;
 - (ii) Give "you" reports on the conditions "we" find; and
 - (iii) Recommend changes.
- b. "We" are not obligated to make any inspections, surveys, reports or recommendations and any such actions "we" do undertake relate only to insurability and the premiums to be charged. "We" do not make safety inspections. "We" do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And "we" do not warrant that conditions:
 - (i) Are safe or healthful; or
 - (ii) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to "us", but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations "we" may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

5. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums "we" pay.

6. Transfer of "Your" Rights and Duties under This Policy

"Your" rights and duties under this policy may not be transferred without "our" written consent except in the case of death of an individual Named Insured.

If "you" die, "your" rights and duties will be transferred to "your" legal representative, but only while acting within the scope of duties as "your" legal representative. Until "your" legal representative is appointed, anyone having proper temporary custody of Covered Property will have "your" rights and duties, but only with respect to that property.

7. Abandonment

There can be no abandonment of any property to "us".

8. Appraisal

If "you" and "we" fail to agree on the amount of "Loss" to "Covered Property", either one of "us" can ask that the amount of "Loss" be established by appraisal. To start the appraisal process, either "you" or "we" must make the request in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within thirty (30) days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within fifteen (15) days, either "you" or "we" may have an umpire selected by a court located in the same state as the "Covered Property". The appraisers will then set the amount of the "Loss". A copy of their report will be given to "you" and to "us". The amount they agree upon will be the amount of "Loss".

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the "Loss". "You" will pay "your" appraiser and "we" will pay "ours". The umpire's fee and other appraisal expenses will be shared equally by "you" and "us".

If "we" submit to an appraisal, "we" will still retain "our" right to deny the claim.

9. Duties in the Event of Loss

"You" must see that the following are done in the event of a loss which may be covered by this policy:

- a. Notify the police if a law may have been broken.
- b. Give "us" or "our" authorized representative prompt notice of the loss, including a description of the property involved. "You" must also file with "us" or "our" agent, a detailed sworn proof of loss within sixty (60) days following the loss or damage. "We" will supply you with the necessary forms.
- c. As soon as possible, give "us" a description of how, when and where the loss occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage and keep a record of "your" expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. Also if feasible, set the damaged property aside and in the best possible order for examination. If "you" move the property to a safe place, that property will continue to be covered, and "we" will reimburse "you" for the reasonable expenses for doing so. "You" must tell "us" as soon as practical that "you" have moved the property to a safe place. Any payments "we" make under this provision are within the applicable Limits of Insurance.
- e. "You" will neither, admit liability, nor, except at "your" own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" consent.
- f. As often as may be reasonably required, permit "us" to inspect the property proving the "Loss" and examine "your" books and records.

Also permit "us" to take samples of damaged and undamaged property for inspection, testing and analysis, and permit "us" to make copies from "your" books and records.

- g. "We" may examine any insured under oath, while not in the presence of any other insured (or any officer, director, "Employee", independent contractor, agent or representative of any insured) and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's (or any officer, director, employee, independent contractor, agent or representative of any insured's) answers must be signed.
- h. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with the claim or "Suit".
- i. Cooperate with "us" in the investigation, settlement or defense of the claim or suit.

10. Insurance under Two or More Coverages

If two or more of this policy's coverages apply to the same "Loss", "we" will not pay more than the actual amount of the "Loss" not exceeding the applicable Limit of Insurance.

11. How Covered Property Will Be Valued in the Event of "Loss"

a. Actual Cash Value

If a "Loss" occurs and the valuation basis shown in the Declarations applicable to the Covered Property is Actual Cash Value, "we" will determine the value of the lost or damaged property at Actual Cash Value as of the time of the "Loss".

b. Replacement Cost

If a "Loss" occurs and the valuation basis shown in the Declarations applicable to the Covered Property is Replacement Cost:

- (1) "We" will determine the value of the lost or damaged property at Replacement Cost as of the time of "Loss", except as provided below.

- (2) "You" may make a claim for "Loss" covered by this insurance on an Actual Cash Value basis instead of a Replacement Cost basis. In the event you elect to have "Loss" settled on an Actual Cash Value basis, "you" may still make a claim for the addition coverage which Replacement Cost provides if "you" notify "us" of "your" intent to do so within 180 days after the loss or damage.
- (3) "We" will not pay on a Replacement Cost basis for any "Loss" until the lost or damaged property is actually repaired or replaced.
- (4) "We" will not pay more for the "Loss" on a Replacement Cost basis than the least of the following:
 - (a) The limit of insurance applicable to the lost or damaged property;
 - (b) The cost to replace, on the same premises, the lost or damaged property with other new property:
 - (i) Of like kind and quality; and
 - (ii) Used for the same purpose; or
 - (c) The amount "you" actually spend that is necessary to repair or replace the lost or damaged property.

c. "Stated Value"

If a "Loss" occurs and the valuation basis shown under the declarations is "Stated Value", "we" will determine the value of the lost or damaged property at Stated Value as of the time of the "Loss" according to the dated schedule on file with "us".

12. Loss Payment

- a. "We" will give notice of "our" intentions within thirty (30) days after we receive the sworn proof of loss or a judgment against "you".
- b. "We" will not pay "you" more than "your" financial interest in the Covered Property.
- c. "We" may adjust any "Loss" with the owners of Covered Property if other than "you". If "we" pay the owners, such payments will satisfy "your" claim against "us" for "your" legal liability for Covered Property owned by others. "We" will not pay the owners more than their financial interest in the Covered Property.
- d. "We" will pay for a "Loss" within 30 days after "we" receive the sworn proof of loss if "you" have complied with all the terms of this Coverage Part and:
 - (i) "We" have reached agreement with "you" on the amount of the "Loss"; or
 - (ii) An appraisal award has been made.
- e. "We" will not be liable for any part of a "Loss" that has been paid or made good by others.

13. Other Insurance

- a. "You" may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If "you" do, "we" will pay "our" share of the covered "Loss". "our" share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If other insurance covers the same "Loss", other than that described in a. above, "we" will pay only for the amount of covered "Loss" in excess of the amount due from that other insurance, whether "you" can collect on it or not. But "we" will not pay more than the applicable Limit of Insurance.

14. Pair, Sets or Parts

a. Pair or Set

In case of "Loss" to any part of a pair or set, "we" will pay no more than the least of the following:

- (i) The cost to repair or replace any part to restore the pair or set to its value before the "Loss"; or
- (ii) The difference between the values of the pair or set before and after the "Loss".

b. Parts

In case of "Loss" to any part of "Covered Property" consisting of several parts when complete, "we" will only pay for the value of the lost or damaged part.

15. Loss Payee

"We" will pay "you" and any loss payees, including blanket loss payees, as the interest of each may appear in a written agreement with "you" prior to a "Loss".

"You" will supply the name address and telephone number of each loss payee in the event of a "Loss".

16. Recovered Property

If either "you" or "we" recover any property after loss settlement, that party must give the other prompt notice. At "your" option, the property will be returned to "you". "You" must then return to "us" the amount "we" paid to "you" for the property. "We" will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

17. Reinstatement of Limit after Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total "Loss" of a scheduled item, or if an annual aggregate is exhausted.

18. Transfer of Rights of Recovery against Others to "Us"

If any person or organization to or for whom "we" make a payment under this Coverage Part has rights to recover damages from another, those rights are transferred to "us" to the extent of "our" payment. That person or organization must do everything necessary to secure "our" rights and must do nothing after "Loss" to impair them. If that person or organization does anything to impair "our" rights after a "Loss", "we" will not have to pay the "Loss". But "you" may waive "your" rights against another party by giving notice to "us" and the other party in writing:

- a. Prior to a "Loss".
- b. After a "Loss" only if, at time of "Loss", that party is one of the following:
 - (i) Someone insured by this insurance; or
 - (ii) A business firm:
 - (a) Owned or controlled by "you"; or
 - (b) That owns or controls "you".

This will not restrict "your" insurance.

19. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by "you" or any other insured, at any time, concerning:

- a. This Coverage Form;
- b. The Covered Property;
- c. "Your" interest in the Covered Property;
- d. A claim under this Coverage Form.

20. Acts by Others beyond "Your" Control

Any act or neglect of any person other than "you" beyond "your" direction or control will not affect this insurance. The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of "Loss", the breach of condition does not exist.

21. Legal Action against "Us"

- a. "You" may not bring a legal action against "us" for "Loss" to Covered Property under this coverage form unless:
 - (i) There has been full compliance with all the terms of this coverage form; and
 - (ii) The action is brought within two (2) years after "you" first have knowledge of the "Loss".

If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

22. No Benefit to Bailee

No person or organization, other than "you", having custody of Covered Property will benefit from this insurance.

23. Policy Period

"We" cover "Loss" commencing:

- a. During the policy period shown in the General Declarations the policy period begins and ends at 12:01 a.m., Standard Time, at "your" address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time; and,
- b. Within the coverage territory.

24. "Your" Name and Address

"Your" name and address as the Named Insured shall be as specified in the General Declarations.

25. The Declarations

The Declarations show "you" which coverages "you" have purchased and the limits of insurance that apply. "You" have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, "you" agree that:

- a. The statements in the Declarations are "your" agreements and representations; and
- b. That this policy is issued in reliance on the truth of such representations.

26. Coverage Territory

"We" cover property wherever located within:

- a. The Continental United States of America;
- b. Alaska;
- c. Hawaii;
- d. Puerto Rico; and
- e. Canada.

27. Salvage Recovery

In the event of any salvage recovery resulting from a Covered Cause of Loss, such salvage recovery shall be paid first to "us" up to the full amount of the covered "Loss", and then to "you".

28. Partial Loss, Waiver of Depreciation

If, under the valuation basis specified in the Declarations, Actual Cash Value is specified for the item included, no deduction shall be taken on the adjustment of any partial loss that does not exceed 20% of the Actual Cash Value of the item involved.

If two or more items are involved in the same loss occurrence, this condition shall apply to each item separately.

29. Sanctions

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

F. Definitions

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
3. "Loss of Earnings" means the actual loss of net earnings which result from the project's delay.
4. "Rental Value" means the actual loss of net rental income (net profit or loss before income taxes) that would have been earned if there had been no "Loss", less charges and expenses that do not continue during the period of delay.
5. "Sinkhole Collapse" means the sudden sinking or collapse of land into underground empty space created by the action of water on limestone or dolomite. It does not include the cost of filling sinkholes or sinking or collapse of land into man-made underground cavities.

6. "Site" means one of the locations where "you" are working with Covered Property that is insured by this policy.
7. "Stated Value" means the Limit of Insurance, or no more than the proportion of loss of property bears to the limit of insurance shown under the schedule.
8. "Structure" means property, other than buildings, that are constructed by "you" and insured by this policy.
9. "Loss" means direct and accidental physical loss, destruction or damage caused by a Covered Cause of Loss external to any Property.
10. "Vehicle" means a land motorized vehicle, private passenger type vehicle, truck, tractor, trailer, semitrailer or dolly used to convert a semitrailer into a trailer.
11. "Occurrence" means any one "Loss", catastrophe, disaster, casualty or series of "Losses", catastrophes, disasters or casualties arising out of one event.
12. "Employee" means:
 - a. Any natural person:
 - (1) While in "your" service; and
 - (2) Whom "you" compensate directly by salary, wages or commissions; and
 - (3) Whom "you" have the right to direct and control while performing services for "you"; or
 - (4) Any natural person employed by an employment contractor while that person is subject to "your" direction and control and performing services for "you".
 - b. But "Employee" does not mean any:
 - (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character unless an owner operator "you" have hired;
 - (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee; or
 - (3) "Employee" for whom similar prior insurance has been cancelled and not been reinstated since the last cancellation.
13. "Fire Resistive" means buildings where the exterior walls, floors and roof are constructed of masonry or fire resistive material with a fire resistance rating of two hours or more. Also included are buildings that are constructed of masonry materials with floors, joist members and roofs of metal or steel construction.
14. "Frame" means any building which in its finished form, is composed of more than 20% wood frame construction.
15. "Joisted Masonry" means any building with exterior walls that are constructed of masonry materials such as brick, concrete, hollow concrete block, stone or similar material with floors or roof joist members of wood construction. This would include tilt-up construction.
16. "Non-combustible" means any building where the exterior walls and floors are constructed of and supported by unprotected metal or steel.
17. "Masonry Non-combustible" means buildings with exterior walls or masonry that are not less than four inches thick or buildings with exterior walls of fire resistive construction with a fire resistance rating of not less than one hour.
18. "Modified Fire Resistive" means buildings with exterior walls, floors and roofs of masonry materials or fire resistive materials with a fire resistance rating of less than two hours, but no less than one hour.