



CITY OF SNOQUALMIE CONTRACT ROUTING SHEET

ORIGINATING DEPARTMENT INFO

Contract Name: Job Order Contracting
Department: Parks & Public Works
Staff Person: Patrick Fry
Date of Request: 05/11/2023

Date Due:

Contract No: 23-051

DOCUMENT TYPE

Public Works Contract If other:

CONTRACTOR / VENDOR / CONSULTANT INFO

Name: Forma Construction Company
Address: 500 Columbia St NW STE 201, Olympia, WA 98501
Phone: 253-604-6000

PROJECT TITLE (if relevant)

Project Phase: Construction Management

Type of Person or Entity Corporation: State where entity formed: Washington Debarred or Suspended: Yes No
Signature name: Rob Wettleson Contractor Email: robw@formacc.com
Tax ID#: 91-1319904 [Snoqualmie Business Lic. #:](#) If none, date when application submitted: 5/10/2023
Non Profit: Yes No Completed W9 Yes No

SCOPE OF WORK - EXHIBIT A

Attach a complete and detailed description of the services or scope of work, including completion date for each phase of work and location of work as EXHIBIT A to the contract. Additional exhibits may apply and should be included as needed.

TERM/COMPENSATION

Commencement Date: 04/24/2023 Completion Date: 04/24/2025 Contract Extension: Yes No
Total Compensation: \$ Not to Exceed: \$500,000 per project
(Include expenses and sales tax, if any. If calculated on hourly labor charge, attach schedules of employees' titles and hourly rates)
Reimbursable Expenses: Yes No If yes, maximum dollar amount: \$
Certificate of Insurance Required: Yes No (If yes, certificate must be attached before agreement is signed)

PURCHASING & CONTRACTING REQUIREMENTS (see [Snoqualmie Municipal Code \(SMC\) §2.90 Contracts](#))

Procurement Category: Public Works Contract
Selection Process/Procedure Used: Request for Qualifications (RFQ)
Approval Authority (Two approvers required): Staff Manager Director Mayor or City Admin. City Council

CONTRACT ROUTING & APPROVALS (INITIALED & DATED BY APPROVER)

Date Approved by City Council, if required: 04/24/2023

- Director Name: Michael Chambless
- Finance (Drew Bouta)
- City Attorney: Anna Astrakhan

SIGNATURES COLLECTED

Manager (if required):
 Director (if required):
 Mayor or City Administrator (if required): *Michael Chambless*

ACCOUNTING INFORMATION / OTHER NOTES

Applicable Account Codes & Descriptions:

- Signed Copy Back to Originating Department
 Forward Original to Reina McCauley, Deputy City Clerk

AGREEMENT
JOB ORDER CONTRACT

THIS AGREEMENT is made on this 15 May, 2023 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and Forma Construction Company., ("Job Order Contractor" or "Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The City retains the Contractor to provide construction work and services as described in individual Job Orders that shall be issued for each Project. Any inconsistency between this Agreement and the Job Order(s) shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement. Work shall commence when the City issues a notice to proceed.
2. The Minimum Contract Value of Job Orders that the Contractor is guaranteed the opportunity to perform during the Base Term of this Agreement is \$25,000. The City is not obligated to provide the Contractor the opportunity to perform Job Orders in excess of the Minimum Contract Value.
3. The maximum dollar amount for any Job Order is \$500,000, excluding Washington state sales and use tax. At least 90 percent of work contained in a job order contract must be subcontracted to entities other than the job order contractor.
4. Upon the issuance of a Job Order, the Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the Contract Documents entitled Job Order Contract, which include this Agreement (Section 00 05 00); Contractor's executed Form of Bid (Section 00 03 00), Contractor's response to Bidder's Questionnaire (Section 00 03 05), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2021 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Appendices _____, Addenda _____, any project drawings or plans, and the Construction Task Catalog.
5. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the Work as described in individual Task Orders, and to complete and finish the same in accordance with the Contract Documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents.
6. Upon the issuance of a Job Order, the Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work within time set forth in the Job Order (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor shall complete all work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog and the following Adjustment Factors:

A. Normal Working Hours Adjustment Factor: 1.35

Work performed between the hours of 7:00 am and 4:00 pm, Monday through Friday, except for City Holidays.

B. Other Than Normal Working Hours Adjustment Factor: 1.35

Work performed between the hours of 4:01 pm and 6:59 am, Monday through Friday, and all-day Saturday, Sunday and City Holidays

C. Non-Prepriced Adjustment Factor: 1.15.

7. Payment. For all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less, the City shall make one payment. For all other Job Orders, the City shall make payments in accordance with the Contract Documents.
8. Liquidated Damages. The Contractor agrees that Liquidated Damages shall be assessed in the amount indicated in the table below for any failure to complete the Work within the Job Order Completion Time, for any failure to meet a Job Order Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Job Order.

Value of Job Order	Liquidated Damages
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

9. Term. The Base Term of this Agreement is 2 years. Upon agreement of the City and the Contractor, the Agreement may be extended for an additional year (“Option Term”).
10. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
11. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.
12. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
13. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
14. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.

15. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.
16. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.
17. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.
18. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.

CITY OF SNOQUALMIE
JOB ORDER CONTRACT

19. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
20. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
21. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.
22. Pursuant to RCW 39.10.450, the City may not issue a Job Order to a contractor until the City has approved a plan prepared by the contractor that equitably spreads certified women and minority business enterprise subcontracting opportunities among the various subcontract disciplines to the extent permitted by RCW 49.60.400.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

CITY OF SNOQUALMIE ("CITY")

By Katherine Ross

Typed Name: Katherine Ross

Its: Mayor

Phone: _____

Fax: _____

Date: 5/15/2023

FORMA CONSTRUCTION COMPANY.

By Eric Lindstrom

Typed Name Eric Lindstrom

Its Chief operating officer

Phone: 3,607,545,788.00

Fax: _____

Date: 5/15/2023

WA Contractor's License No. FORMACC8780R



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2023

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 Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Construction Tacoma, WA 98402-4321	CONTACT NAME: Shatanna Hagen		
	PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326	
E-MAIL ADDRESS: shatanna.hagen@propelinsurance.com			
INSURED Forma Construction Company 500 Columbia St NW, Suite 201 Olympia, WA 98501	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Alaska National Insurance Company		38733
	INSURER B : The Ohio Casualty Insurance Company		24074
	INSURER C : Illinois Union Insurance Company		27960
	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	22GPS12616	07/09/2022	07/09/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	22GAS12616	07/09/2022	07/09/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	X		22GLU12616	07/09/2022	07/09/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA Stop Gap 22GPS12616	07/09/2022	07/09/2023	<input 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	<input checked="" type="checkbox"/> XS over Lead \$10 Umbrella			ECO2361611766	07/09/2022	07/09/2023	15,000,000 OCC 15,000,000 AGG
C	<input checked="" type="checkbox"/> Pollution/Prof			COOG23897854014	07/09/2022	07/09/2023	3,000,000 OCC/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: Job Order Contracting
Additional Insured Status applies per attached form(s).
Waiver of Subrogation applies per attached form(s).

CERTIFICATE HOLDER City of Snoqualmie 38624 SE River Street PO Box 987 Snoqualmie, WA 98068	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. Miscellaneous Additional Insureds

8 additional insured extensions.

Primary and Noncontributory Insurance

2. Damage To Premises Rented to You

Limit increased to \$500,000.

3. Medical Payments

Limits increased to \$15,000.

Reporting period increased to three years from the date of accident.

4. Non-owned Watercraft

Increased to 50 feet.

5. Supplementary Payments

Cost of bail bonds increased to \$10,000.

Daily loss of earnings increased to \$500.

6. Newly Formed Or Acquired Organizations

Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

7. Liberalization Clause

8. Unintentional Failure To Disclose Hazards

9. Notice of Occurrence

10. Broad Knowledge of Occurrence

11. Bodily Injury - Extension of Coverage

12. Expected Or Intended Injury

Reasonable force - bodily injury or property damage.

13. Blanket Waiver of Subrogation

Waiver of subrogation where required by written contract or written agreement.

14. In Rem Actions

15. Voluntary Property Damage

Limits added: \$5,000 occurrence, \$10,000 aggregate.

1. MISCELLANEOUS ADDITIONAL INSURED

Section II Who Is An Insured is amended to include as an additional Insured any person or organization described in Paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

- a. **State or Governmental Agency or Subdivision or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, “personal and advertising injury” arising out of such operations.

The insurance provided to such state or political subdivision does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or political subdivision.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you, or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for “bodily injury”, “property damage” or “personal and Advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person’s or organization’s status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any “occurrence” which takes place after the equipment lease expires; or
- (2) To “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the sole negligence of such additional insured.

h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations

1. Any person or organization for whom you are performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf; or
- c. “Your Work” performed for the additional insured described in Paragraph 1. or 2. above and included in the “products-completed operations hazard.”

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

Primary And Noncontributory Insurance

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

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

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

Section III - Limits of Insurance, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs a. through h. above, the most we will pay on behalf of such additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, Paragraph 6. is replaced by the following:

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

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage A for damages because of "property damage" to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

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

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

B. This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph **1.a.(3)(b) of Section I - Coverage C - Medical Payments**, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

4. NON-OWNED WATERCRAFT

A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** is replaced by the following:

(b) A watercraft that you do not own that is:

(i) Less than 50 feet long; and

(ii) Not being used to carry persons or property for a charge.

B. If Paragraph **A.** does not apply, Paragraph **g. (2) of 2. EXCLUSION under SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge.

5. SUPPLEMENTARY PAYMENTS

A. Under **Section I - Supplementary Payments - Coverage A and B, Paragraph 1.b.**, the limit of \$250 shown for the cost of bail bonds is replaced by \$10,000;

B. In Paragraph **1.d.**, the limit of \$250 shown for daily loss of earnings is replaced by \$500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a.** of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph 6. – Representations is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information you provided to us which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable laws and regulations.

9. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit**:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit**:

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

- (4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

15. VOLUNTARY PROPERTY DAMAGE

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay, at your request, for “property damage” to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the “property damage” must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or “suits” for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or “suits” brought, or persons or organizations making claims or bringing “suits”:

1. Subject to 2. Below, the most we will pay for “property damage” arising from any one “occurrence” arising out of “property damage to property of others caused by you and while in your care, custody or control is \$5,000.
2. The most we will pay for the sum of all “property damage” in an annual policy period is \$10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance.**

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 07/09/2022

Policy No. 22G PS 12616

Insured FORMA Construction Company

Endorsement No.

Countersigned By _____

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**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Additional Premium: Included

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a “written contract requiring insurance” to include as an additional insured on this Coverage Part; and
- b. Has not been added to this policy as an additional insured for the same project by the attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement’s schedule;

is an insured, but:

- c. Only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury”; and
- d. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If the “written contract requiring insurance” specifically requires you to provide additional insured coverage to that person for injury or damage that arises out of “your work”, that person or organization is an additional insured only if the injury or damage arises out of “your work” to which the “written contract requiring insurance” applies;

- (2) If the “written contract requiring insurance” specifically requires you to provide additional insured coverage to that person for injury or damage that is caused, in whole or in part, by the acts or omissions of you or your subcontractor, that person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by the acts or omissions of you or your subcontractor in the performance of “your work” to which the “written contract requiring insurance” applies” or

- (3) If neither Paragraph (1) nor (2) above applies that person or organization is only an additional insured if, and only to the extent that, the injury or damage is caused by negligent acts or omissions of you or your subcontractor in the performance of “your work” to which the “written contract requiring insurance” applies. The person or organization does not qualify as an additional insured with respect to injury or damage caused in whole or in part by independent negligent acts or omissions of such person or organization.

2. If the “written contract requiring insurance” contains a specific requirement that you procure completed operations coverage or coverage within the “products-completed operations hazard” for the additional insured, then the insurance provided to the additional insured covers “bodily injury” or “property damage” that occurs within the “products-completed operations hazard” at the level specified in Paragraph **1.d.(1)**, **1.d.(2)**, or **1.d.(3)**, whichever applies. However, even if completed operations coverage or coverage within the “products-completed operations hazard” is required by the “written contract requiring insurance”, such coverage is available to the additional insured only if the “bodily injury” or “property damage” occurs prior to the end of the time period during which you are required by the “written contract requiring insurance” to provide such coverage or the expiration date of the policy, whichever comes first.
3. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the “written contract requiring insurance”, the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the “written contract requiring insurance” will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that “written contract requiring insurance”. This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render any professional services including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
4. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the “written contract requiring insurance” specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
5. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the “occurrence” or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.

6. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement for construction services under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal and advertising injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 07/09/2022

Policy No. 22G PS 12616

Insured FORMA Construction Company

Endorsement No.

Countersigned By _____

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BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Various provisions in this endorsement 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 the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per “accident” and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include:

- d. Any “employee” of yours while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of “autos” covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that

subrogation against that person or organization is waived prior to the “accident” or the “loss” under a contract with that person or organization.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

- (2) Up to \$10,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.c. – **Voluntary Property Damage** is added as follows:

c. Voluntary Property Damage

At your written request, we may make a voluntary payment for Property Damage caused by an “insured”, but without liability to a third party, up to \$25,000. We will not make a Voluntary Property Damage payment to anyone who is an “insured” under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. – **Towing** is replaced by the following:

Towing

We will pay up to \$500 for towing and labor costs incurred each time a covered “auto” that is a:

- a. Private passenger;

- b. Truck;
- c. Pick-up truck;
- d. Panel ; or
- e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.3. – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered “auto”, we will pay the following under Comprehensive Coverage:

- a. Glass Breakage;
- b. “Loss” caused by hitting a bird or animal; and
- c. “Loss” caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered “auto’s” collision or overturn considered a “loss” under Collision Coverage.

Glass Repair – Waiver of Deductible

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.a. – **Transportation Expenses** is replaced by the following:

a. Transportation Expenses

We will pay up to \$200 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” that is a:

- (1) Private passenger;
- (2) Truck;

- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

We will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is \$200 per day, to a maximum of \$1,500.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.c. – Non-Transportation Loss of Use Expenses is added as follows:

c. Non-Transportation Loss of Use Expenses

We will pay up to \$2,000 for non-transportation expense incurred by you, because of “loss” to a covered “auto”, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the “auto” withdrawn from service;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the “auto” withdrawn from service; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the “auto” withdrawn from service.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.d. – Airbag Coverage is added as follows:

d. Airbag Coverage

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered “auto” has Comprehensive Coverage or Specified Causes of Loss Coverage.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.e. – Rental Reimbursement Coverage is added as follows:

e. Rental Reimbursement Coverage

We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto” that is a:

- (1) Private Passenger;

- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

- (1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered “auto”.
 - (b) 30 days.
- (2) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.
- (3) The Rental Reimbursement Coverage described above does not apply to a covered “auto” that is described or designated as a covered “auto” on Rental Reimbursement Coverage Form CA 99 23.

SECTION IV – BUSINESS AUTO CONDITIONS – Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION IV – BUSINESS AUTO CONDITIONS –
Paragraph B.5.b. – **Other Insurance** is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:
- (1) Any covered “auto” you lease, hire, rent, or borrow; and
 - (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

SECTION V – DEFINITIONS – Paragraph C. – **“Bodily injury”** is replaced by the following:

- C. “Bodily injury” means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

ADDITIONAL INSUREDS PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **a.** of **5. Other Insurance** of **Section IV - Conditions** is deleted and replaced by:

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

(1) Other insurance that is specifically written as excess over this Coverage Part; or

(2) Other insurance that is both:

(a) Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph **3.** of **Section II - Who Is An Insured**; and

(b) Intended to be excess of this insurance and non-contributory with this insurance as agreed under a written contract or agreement into which you have entered that requires that this insurance be primary and non-contributory.

Such insurance as is described in items **(1)** and **(2)** above shall apply in excess of the Limits of Insurance of this Coverage Part and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but will be entitled to the insured's rights against all those other insurers.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 07/09/2022

Policy No. 22G LU 12616

Insured FORMA Construction Company

Endorsement No.

Countersigned By _____

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):

Any and all as required by written contract executed prior to the loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective 07/09/2022

Policy No. 22G LU 12616

Insured FORMA Construction Company

Endorsement No.

Countersigned By _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FORMA CONSTRUCTION COMPANY</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 500 COLUMBIA ST NW STE 201</p> <p>6 City, state, and ZIP code OLYMPIA, WA 98501</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	1	-	1	3	1	9	9	0	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-13-23</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.