

City of Tualatin

Tualatin Services Center

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit A - Alternates

BREMIK

CONSTRUCTION

1026 SE Stark St. | Portland, OR 97214 | P 503.688.1000 | F 503.688.1005 | www.bremik.com

Tualatin Service Center			
EXHIBIT A - Alternates and Options			
Item	Quantity	Unit	Cost
Option: Solar Panel price per 375 watt unit	1	ea	\$2,113.00
Alternate: Generic Plantings	1	ls	-\$5,131.00

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Exhibit B - Allowances

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Tualatin Service Center			
EXHIBIT B - Allowances			
Item	Quantity	Unit	Cost
Exterior Siding and WRB replacement-Existing building walls	1	ls	\$12,000.00
Existing floor preparation	1	ls	\$2,700.00
Painting - Exterior siding	1	ls	\$3,360.00
Tack Board	1	ls	\$10,752.00
Wall Paneling	1	ls	\$5,602.00
Demolish Shed	1	ls	\$16,073.00
Video and Flush System	1	ls	\$2,700.00
Decommision Drywell	1	ls	\$3,500.00
Private Locates	1	ls	\$1,500.00
Driveway Fences & Gates	1	ls	\$4,900.00
Personnel Fences & Gates Panic Hardware	1	ls	\$3,200.00
Benches	1	ls	\$3,000.00

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Exhibit C – 2020 Billable Hourly Labor Rates

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Tualatin Service Center

EXHIBIT C - 2020 Billable Hourly Labor Rates

Role	Unit	Cost
Principal-in-Charge	Hourly	\$140.00
Project Manager	Hourly	\$93.00
Project Superintendent	Hourly	\$98.00
Project Engineer	Hourly	\$76.00
Project Administrator	Hourly	\$61.00
Foreman	Hourly	\$72.69
Carpenter	Hourly	\$65.73
Laborer	Hourly	\$53.12

*Rates are not inclusive of tax, fee, insurance, and bond

City of Tualatin

Tualatin Services Center

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Exhibit D – 2020 Equipment Rental Rate Sheet



2020 NEGOTIATED EQUIPMENT RENTAL RATES

ITEM DESCRIPTION	MANUFACTURE / MODEL	Rental Rate	
		WEEK	MONTH
HOISTING & MANLIFTS			
12,000lbs Universal Lifting Hook	All Models	\$83.00	\$250.00
2,000lbs (4-poistion) Forklift Jib Attachment	All Models	\$75.00	\$225.00
UTV	4-6 Seater	\$350.00	\$850.00
Cable Come-A-Long	1-Ton - 6-Ton Capacity	\$45.00	\$94.00
Chain Hoist	1-Ton - 15'-0" Lifting Height	\$45.00	\$150.00
Come-A-Long	Chain - 20'-0" Lifting Height	\$45.00	\$105.00
Electric Scissor Lift	19'-0" Working Height	\$228.00	\$432.00
Electric Scissor Lift	32'-0" Working Height	\$412.00	\$919.00
Electric Scissor Lift	26'-0" Working Height	\$308.00	\$692.00
Fork Extension	6' Fork Extension	\$15.00	\$75.00
Hydraulic Jack	22.5 Ton Capacity	\$35.00	\$75.00
Hydraulic Spread Cylinder	3/4 Ton Capacity	\$68.00	\$270.00
Hydraulic Spread Cylinder w/attachments	All Models	\$68.00	\$270.00
Hydraulic Steel Hand Pump w/Hose	All Models	\$28.00	\$105.00
Industrial Straight-Mast Forklift	5,000lb Capacity	\$556.00	\$1,530.00
Lift-N-Tow Attachment	5,000 - 10,000 lbs.	\$58.00	\$175.00
Manual Material Lift	18'-0" Lifting Height	\$164.00	\$352.00
OSHA Grade - Wood Scaffold Plank	Size - 9'-0"	\$2.00	\$5.00
Portable Electric Winch	1,100lb - 5,000lb Capacity	\$250.00	\$600.00
Pump Jack 12' Nestable Plank - Master #	All Models	\$65.00	\$175.00
Pump Jack 16' Nestable Plank - Master #	All Models	\$77.00	\$155.00
Pump Jack 20' Nestable Plank - Master #	All Models	\$95.00	\$175.00
Pump Jack 24' Nestable Plank - Master #	All Models	\$95.00	\$315.00
Pump Jack 6' Poles - Master #	All Models	\$35.00	\$115.00
Pump Jack 24' Poles - Master #	All Models	\$55.00	\$175.00
Pump Jack & Work Bench - Master #	All Models	\$35.00	\$115.00
Pump Jack 12' Poles - Master #	All Models	\$45.00	\$125.00
Pump Jack Foldable Support Brace - Master #	All Models	\$20.00	\$45.00
Pump Jack Pole Extension - Master #	All Models	\$25.00	\$55.00
Pump Jack (Pole Feet - Soft Surface) - Master #	All Models	\$5.00	\$12.00
Pump Jack (Pole Feet - Hard Surface) - Master #	All Models	\$5.00	\$12.00
Rough Terrain Scissor Lift	33'-0" Working Height	\$576.00	\$1,320.00
Rough Terrain Scissor Lift	59'-0" Working Height	\$736.00	\$1,812.00
Self Dumping Hopper	2 Yard Capacity	\$180.00	\$340.00
Self-Leveling Tower Crane Pallet Forks	All Models	\$115.00	\$350.00
Skidsteer 68" Bucket Attachment	All Models	\$95.00	\$230.00
Skidsteer 72" Industrial Grapple Bucket	All Models	\$230.00	\$460.00
Skidsteer Fork Attachment	All Models	\$79.00	\$175.00
Skidsteer Loader	8,000lb Capacity	\$675.00	\$1,750.00
Telehandler Reach Forklift	10,000lb Capacity - 42'-0" - 55'-0" Reach	\$1,552.00	\$3,840.00
Telehandler Reach Forklift	12,000lb Capacity - 42'-0" - 54'-0" Reach	\$1,650.00	\$3,915.00
Telehandler Reach Forklift	6,000lb Capacity - 42'-0" - 36'-0" Reach	\$830.00	\$1,980.00
Telescopic Boom Glazing Kit	All Models	\$55.00	\$115.00
Telescopic Boom Lift	60' Working Height	\$925.00	\$2,300.00
Telescopic Boom Lift	45' Working Height	\$708.00	\$1,708.00
PNEUMATIC EQUIPMENT			
1/4 - 3/8" Air Hose	50' - 100' Lengths	\$5.00	\$10.00
3/4" - 1-1/2" Air Hose	50' - 100' Lengths	\$10.00	\$20.00
3-Way Air Water Separator	All Models	\$10.00	\$20.00
Coil Framing Nailer	All Models	\$82.00	\$200.00
Demolition Breaker	10-20lb	\$100.00	\$208.00
Demolition Breaker	90lb	\$136.00	\$296.00
Demolition Breaker	60lb	\$120.00	\$268.00
Diesel Tow Air Compressor	160 CFM - 185 CFM	\$250.00	\$800.00
Finish Nailer	15 gage 2-1/2" Max	\$82.00	\$200.00
Finish Nailer	18V Cordless	\$82.00	\$200.00
Finish Nailer Battery	18V Cordless	\$15.00	\$35.00

Finish Nailer Charger	18V Cordless	\$20.00	\$40.00
Framing Nailer	2" - 3-1/2" Fastener Length	\$95.00	\$215.00
Framing Nailer	3-1/4" Fastener Length	\$95.00	\$215.00
Hand Carried Air Compressor	4.6 CFM (+) Capacity	\$75.00	\$150.00
Palm Nailer	All Models	\$10.00	\$25.00
Pneumatic Compactor	10'-0" Pogo Style	\$100.00	\$208.00
Pneumatic Epoxy Gun	All Models	\$60.00	\$175.00
Pneumatic Impact Wrench	All Models	\$52.00	\$155.00
Portable Air Compressor Storage Tank	10-Gallon	\$25.00	\$85.00
Rivet Gun	All Models	\$25.00	\$75.00
Staple Nailer	1-1/2" Max Fastener Length	\$82.00	\$200.00
Strap-Tite Fastening System Strip Nailer	2-1/2" - Fastener Length	\$95.00	\$215.00
Wheeled Electric Air Compressor	6.5 CFM	\$100.00	\$175.00
Wheeled Electric Air Compressor	12.5 - 18.8 CFM	\$220.00	\$495.00

CONCRETE EQUIPMENT

Backpack Vibrator	1.3 - 2 HP - 7,000 - 9,000 RPM	\$170.00	\$510.00
Box Form Panel	All Models - All Sizes	\$8.00	\$21.00
Bull Float Concrete Finish Trowel	All Models	\$23.00	\$45.00
Column Clamp	12x36 All Models	\$13.00	\$13.00
Column Clamp Squaring Corner w/bolts	All Models	\$0.50	\$2.00
Concrete Blankets	All Models - All Sizes	\$4.00	\$16.00
Concrete Finish Broom	All Models	\$15.00	\$30.00
Concrete Hopper Attachment	All Models	\$45.00	\$175.00
Concrete Knee Slides	All Models	\$10.00	\$25.00
Concrete Mixer	6 - 9 Cubic Feet	\$150.00	\$300.00
Concrete Vibrator Head	All Models - All Sizes	\$15.00	\$35.00
Concrete Vibrator Whip	All Models - All Sizes	\$90.00	\$150.00
Ellis Shore	All Models	\$2.00	\$5.00
External Wall Vibrator w/Mounting Hardware	High-Frequency	\$101	\$303
Finish Trowel 6' Connection Poles	All Models	\$5.00	\$15.00
Form Aligners	All Models	\$2.00	\$5.00
Fresno Concrete Finish Trowel	All Models	\$23.00	\$45.00
Grout Pump	All Models	\$100.00	\$300.00
Hair Pins	All Models	\$0.05	\$0.20
Inflatable Jack	44,960lb (+) Lifting Capacity	\$35.00	\$285.00
Internal Concrete Vibrator	1.5 - 2.5 HP	\$125.00	\$400.00
John A Form Brackets	All Models	\$0.25	\$0.75
Jumping Jack & Plate Compactor	8" - 24"	\$275.00	\$400.00
Muck Rake	All Models	\$15.00	\$25.00
OSHA Compliant Rebar Caps	All Models	\$0.50	\$0.50
Portable Rebar Bender & Cutter	All Models	\$75.00	\$125.00
Scaffold Brackets	All Models	\$5.00	\$10.00
Squaring Corner w/bolts	All Models	\$0.50	\$2.00
Stake Puller	All Models	\$15.00	\$35.00
Steel Stakes	18" Domestic	\$0.25	\$1.00
Steel Stakes	24" Domestic	\$0.50	\$1.25
Steel Stakes	36" Domestic	\$0.75	\$1.50
Steel Stakes	48" Domestic	\$1.00	\$1.75
Water-Stop Iron	All Models	\$10.00	\$20.00
Wheel Barrow	All Models	\$25.00	\$60.00

TEMPORARY DRYOUT EQUIPMENT

12" Flexible Vortex Axial Ducting	All Models	\$15.00	\$40.00
12" Plastic Layflat Ducting	All Models	\$50.00	\$100.00
1-Speed Industrial Fan	16" Direct Drive Drum	\$105.00	\$208.00
20AMP - Temp Heat Electrical Cord Set	10/3 - 20AMP - 50' - 150' Length	\$20.00	\$40.00
240V Extension Cord - Temp Heat - Master #	240V 50' - 100' Extension Cord	\$75.00	\$115.00
240V Extension Cord Pig Tail - Temp Heat - Master #	240V 15' - 30' Pig Tail w/Plug	\$25.00	\$75.00
2-Speed Industrial Fan	36" Direct Drive Drum	\$105.00	\$268.00
3/4" Gas Hose	50'-0" - Natural Gas or Propane	\$25.00	\$50.00
3-Speed Fan	All Models	\$35.00	\$75.00
5gal - 25gal Propane Tank	All Models	\$15.00	\$35.00
7gal - 10gal. Propane Tanks	All Models	\$20.00	\$65.00
Air Mover	1,625 (+) CFM	\$95.00	\$175.00
Dehumidifier	227 CFM - 132PMPD	\$145.00	\$405.00
Dehumidifier	160 CFM - 120PMPD	\$175.00	\$475.00
Direct Fire Forced Air Heater	225K-375K Heater	\$132.00	\$272.00
Electric Heater	12" 3-Phase (240/208)	\$140.00	\$370.00
Electric Space Heater	All Models	\$20.00	\$50.00
Indirect Fire Heater	400,000 BTU Propane or Natural Gas	\$450.00	\$1,250.00

Indirect Fire Heater	300,000 BTU (+) Propane Only	\$140.00	\$375.00
Indirect Fire Heater	500,000 BTU Propane or Natural Gas	\$450.00	\$1,250.00
Indirect Fire Heater	500,000 BTU Diesel	\$248.00	\$496.00
Portable Air Scrubber	2,000 CFM	\$125.00	\$225.00
Portable Air Scrubber	2,000 CFM - 3-speed	\$250.00	\$475.00
Room Pressure Monitor	All Models	\$95.00	\$175.00
Vortex Axial Fan	2,041 CFM Exhaust Fan	\$115.00	\$225.00

SMALL TOOLS

1" Cordless Rotary Hammer	36V - 1" Diameter	\$125.00	\$285.00
1/2" Right Angle Drill	11.5 Amp Stud/Joist	\$35.00	\$85.00
1/2" Drill Motor	All Models	\$35.00	\$85.00
1/2" Electric Impact Wrench	All Models	\$52.00	\$108.00
10" Corded Table Saw	All Models	\$125.00	\$300.00
12' Grade Rod	All Models	\$25.00	\$52.00
12" Compound Miter Saw	All Models	\$125.00	\$300.00
13" Corded Planer	All Models	\$100.00	\$200.00
14" Electric Cut-Off Saw	All Models	\$185.00	\$408.00
18V 1/2" Hammer Driver	All Models	\$35.00	\$85.00
18V 1/4" Impact Driver	All Models	\$45.00	\$90.00
18V 20oz Sausage Caulking Gun	All Models	\$35.00	\$115.00
18V 2-Port Battery Charger	All Models	\$15.00	\$35.00
18V 3/8" Impact Driver	All Models	\$45.00	\$90.00
18V 3/8" Right Angle Drill	All Models	\$45.00	\$90.00
18V 4-Port Battery Charger	All Models	\$25.00	\$65.00
18V Angle Grinder	All Models	\$40.00	\$95.00
18V Circular Saw	All Models	\$50.00	\$100.00
18V Cordless Blower	All Models	\$20.00	\$60.00
18V Cordless Crown Stapler	All Models	\$45.00	\$100.00
18V Cordless Drywall Cut Tool	All Models	\$30.00	\$80.00
18V Cordless Multi-Tool	All Models	\$25.00	\$75.00
18V Cordless Vacuum	All Models	\$20.00	\$50.00
18V High Torque Impact Wrench	All Models	\$40.00	\$120.00
18V Jig Saw	All Models	\$50.00	\$125.00
18V Portable Band Saw	All Models	\$60.00	\$120.00
18V Reciprocating Saw	All Models	\$75.00	\$125.00
1-9/16" Rotary Hammer	All Models	\$125.00	\$285.00
2" Submersible Sump Pump	All Models	\$115.00	\$225.00
20' Grade Rod	All Models	\$25.00	\$52.00
20V Cordless Grease Gun Kit	All Models	\$45.00	\$115.00
3/4" Electric Impact Wrench	All Models	\$80.00	\$175.00
3/4" Submersible Pump	All Models	\$15.00	\$75.00
3/8" Drill Motor	All Models	\$25.00	\$56.00
3-1/4" Hand Planer	All Models	\$45.00	\$90.00
36V Cordless 7-1/4" Circular Saw	All Models	\$33.00	\$100.00
36V Cordless Backpack Vacuum	All Models	\$48.00	\$145.00
5 Amp Drywall Cutout Tool Kit	All Models	\$40.00	\$90.00
Angle Grinder	All Models - All Sizes	\$60.00	\$170.00
Backpack Vacuum	2-4 Gallon	\$50.00	\$100.00
Bander 3/4" + Crimper, Ratchet, Snips	All Models	\$125.00	\$300.00
Biscuit Joiner	All Models	\$45.00	\$90.00
Builders Level	All Models	\$125.00	\$300.00
Burke Bar	All Models	\$15.00	\$35.00
Chain Saw	18"-24" - All Models	\$145.00	\$325.00
Chop Saw - Metal	All Models	\$100.00	\$300.00
Cordless 18V Strip Screw Gun	All Models	\$35.00	\$85.00
Core Drill	Hand Held/Stand - Wet/Dry - 5" Max	\$310.00	\$670.00
Dremel Multi Tool	All Models	\$25.00	\$50.00
Dust Mop w/Bucket	All Models	\$15.00	\$35.00
Electric Chain Saw	18"-24" - All Models	\$150.00	\$285.00
Electric Demolition Breaker	All Models - All Sizes	\$90.00	\$360.00
Electric Jigsaw	All Models	\$50.00	\$125.00
Electric Screwgun	All Models	\$50.00	\$105.00
Fiber Cement Saw	All Models	\$56.00	\$115.00
Fine/Coarse Push Brooms	All Models	\$15.00	\$35.00
Floor Scraper	All Models	\$15.00	\$35.00
Gas Cut-Off Saw	12"-14" - All Models	\$185.00	\$408.00
Gas Powered Backpack Leaf Blower	All Models	\$100.00	\$250.00
Gas Powered Leaf Blower	Handheld - All Models	\$50.00	\$125.00
Hardie Plank Shears	All Models	\$75.00	\$150.00
Heat Gun	All Models	\$15.00	\$35.00

HEPA Wet/Dry Shop Vacuum	12-16 Gallon - All Models	\$85.00	\$135.00
Hicky Bar	All Models	\$15.00	\$35.00
Hilti Core Motor Vacuum Pump	All Models	\$100.00	\$250.00
Landscape Rake	All Models	\$22.00	\$44.00
Magnetic Metal Collector Wheeled	All Models	\$15.00	\$35.00
Manual Operated Epoxy Gun	All Models	\$20.00	\$35.00
Metal Cutting Shears	All Models	\$75.00	\$150.00
Mortar Grinder	All Models	\$40.00	\$95.00
Orbital Sander	All Models	\$35.00	\$65.00
Osculating Multi-Tool	All Models	\$35.00	\$75.00
Particle Counter	All Models	\$175.00	\$395.00
Pick & Pick Axe	All Models	\$9.00	\$10.00
Portable Band Saw	All Models	\$60.00	\$120.00
Portable Electric Router	All Models	\$35.00	\$75.00
Portable Gas/Electric Welder	208/110V	\$115.00	\$460.00
Portable Manual Mag Drill	All Models	\$15.00	\$45.00
Post Hole Digger	All Models	\$15.00	\$35.00
Powder Actuated Fastener	Automatic - All Models	\$175.00	\$325.00
Powder Actuated Pole Attachment	2' - 7' Attachment	\$18.00	\$45.00
Pry Bar	All Models	\$5.00	\$5.00
Razor Blade Scraper	All Models	\$15.00	\$35.00
Reciprocating Saw	All Models	\$44.00	\$152.00
Reciprocating Saw	All Models	\$44.00	\$152.00
Rotating Inspection Scope	All Models	\$50.00	\$95.00
Rotating Laser Receiver Eye	All Models	\$60.00	\$125.00
Scoop Shovel	All Models	\$15.00	\$26.00
Scrub Brush	All Models	\$15.00	\$15.00
Self Leveling Dot Laser	2 - 5 Point	\$90.00	\$125.00
Self Leveling Rotating Laser	All Models	\$210.00	\$430.00
Shingle Remover	All Models	\$15.00	\$35.00
Sledge Hammer	All Models	\$16.00	\$32.00
Spade Point Shovel	All Models	\$15.00	\$26.00
Square Point Shovel	All Models	\$15.00	\$26.00
Squeegee	All Models	\$15.00	\$35.00
Steel Rake	All Models	\$8.00	\$10.00
Steel Tamp	All Models	\$15.00	\$35.00
Sump Pump Hose	2" x 50'-0"	\$10.00	\$20.00
Time Lapse Construction Camera	All Models	\$25.00	\$85.00
Toe Kick Saw	All Models	\$20.00	\$45.00
Torque Wrench	All Models	\$10.00	\$25.00
T-Post Driver	All Models	\$15.00	\$35.00
Trench Shovel	All Models	\$25.00	\$50.00
Trimble Adjustable Tri-pod Legs	All Models	\$20.00	\$65.00
Trimble Bipod	All Models	\$20.00	\$65.00
Trimble Prism Pole	All Models	\$15.00	\$35.00
Trimble Robotic Total Station	All Models	\$690.00	\$2,750.00
Trimble Tablet with Field Link for Structures - Windows 7	All Models	\$250.00	\$1,000.00
Tri-Pod Material Roller	All Models	\$16.00	\$32.00
Tri-Pod Material Roller	All Models	\$16.00	\$32.00
Tri-pod Self Leveling Laser Support Legs	All Models	\$25.00	\$52.00
Water Hose	3/4" - 1" Hose Width	\$5.00	\$15.00
Water Pump Can (For Coring Machine)	All Models	\$45.00	\$75.00
Wet/Dry Shop Vacuum	12 - 16 Gallon Wet/Dry	\$50.00	\$100.00
Worm Drive 10-1/4" Circular Saw	All Models	\$90.00	\$175.00
Worm Drive 16-15/16" Circular Saw	All Models	\$79.00	\$265.00
Worm Drive 7-1/4" Circular Saw	All Models	\$56.00	\$115.00
Worm Drive 8" Metal Cutting Circular Saw	All Models	\$100.00	\$200.00
Worm Drive Skilsaw Chain Beam Saw	All Models	\$100.00	\$225.00
SAFETY EQUIPMENT			
10' Premium Cross Arm Strap	All Models	\$15.00	\$35.00
100' Poly Steel Rope Vertical Lifeline Assembly	All Models	\$50.00	\$100.00
100' Poly Steel Rope Vertical Lifeline Assembly	All Models	\$50.00	\$100.00
100' Polyester Horizontal Lifeline	All Models	\$75.00	\$175.00
11' Self Retractable Lifeline	All Models	\$35.00	\$50.00
12' Premium Cross Arm Strap	All Models	\$15.00	\$35.00
18" Shock Absorbing Extension Lanyard	All Models	\$15.00	\$35.00
30' Self Retractable Lifeline	All Models	\$125.00	\$300.00
4' Single Shock Absorbing Lanyard	All Models	\$15.00	\$35.00
50' Poly Steel Rope Vertical Lifeline Assembly	All Models	\$50.00	\$100.00
50' Self Retractable Lifeline	All Models	\$125.00	\$300.00

6' Double Self Retractable Lifeline w/Rebar Hook	All Models	\$15.00	\$35.00
6' Double Shock Absorbing Lanyard w/PERI Rebar Hooks	All Models	\$15.00	\$35.00
6' Premium Cross Arm Strap	All Models	\$10.00	\$25.00
6' Self Retractable Lifeline	All Models	\$15.00	\$45.00
6' Self Retractable Lifeline	All Models	\$15.00	\$45.00
6' Single Shock Absorbing Lanyard	All Models	\$15.00	\$35.00
60' Horizontal Lifeline	All Models	\$132.00	\$525.00
85' Self Retractable Lifeline	All Models	\$215.00	\$475.00
Aluminum Stanchion Pole	All Models	\$69.00	\$275.00
Armadillo SRL Cradle	All Models	\$50.00	\$105.00
Chain Rebar/Positioning Lanyard w/PERI Rebar Hook	All Models	\$15.00	\$35.00
Delineator	42" Delineator w/Rubber Base	\$5.00	\$10.00
Fire Extinguisher	5lbs - 20lbs - All Models	\$25.00	\$45.00
Fire Hose	2" x 50'-0" - 100'-0" Sections	\$18.00	\$35.00
First Aid Kit	10 Person - 50 Person - All Models	\$15.00	\$35.00
Full Body Harness	All Models	\$35.00	\$50.00
Guardian Roof Stanchion	All Models	\$15.00	\$45.00
Skyhook Roof Anchor	All Models	\$10.00	\$20.00
Window Gap Anchor	All Models	\$125.00	\$300.00

TEMPORARY POWER & LIGHTING

10kW Generator	All Models	\$263.00	\$700.00
18V LED Task Light	All Models	\$25.00	\$65.00
30' Temp Power Pole w/Flood Light	All Models	\$200.00	\$375.00
5kW/180Hz Generator	All Models	\$200.00	\$450.00
60Hz Generator	1600 Watt - All Models	\$104.00	\$334.00
60hz Generator	3800 Watt - All Models	\$175.00	\$350.00
Extension Cord	12/3 - All Models - All Sizes	\$15.00	\$25.00
Extension Cord 3-Way	12/3 - All Models - All Sizes	\$5.00	\$10.00
GFCI Extension Cord 3-Way	12/3 - All Models - All Sizes	\$15.00	\$35.00
Hang-A-Light	105W Halogen - All Models	\$25.00	\$75.00
Light Tower	All Models	\$348.00	\$637.00
Portable LED Light Stand	All Models	\$25.00	\$65.00
Portable LED Task Light (No Stand)	All Models	\$10.00	\$25.00
Portable Power Distribution Center	50amp - All Models	\$65.00	\$160.00
String Light	120V - All Models - All Sizes	\$50.00	\$80.00
Temporary Power Cord	50amp - All Models - All Sizes	\$75.00	\$115.00
Temporary Power Cord 3-Way	50amp - All Models - All Sizes	\$15.00	\$45.00
Temporary Power Starter Cord	50amp - All Models - All Sizes	\$55.00	\$95.00

MISCELLANEOUS EQUIPMENT

1 Cubic Yard Capacity Concrete Bucket w/Side Chute	All Models	\$180.00	\$340.00
1,000 lb. Utility Wagon	All Models	\$25.00	\$65.00
1,800LBS Eco Blocks	All Models	\$10.00	\$18.00
1.5 Yard Tilt Truck	All Models	\$145.00	\$275.00
1/2 Yard Tilt Truck	All Models	\$125.00	\$200.00
10' Aluma Shore Beam	All Models	\$35.00	\$65.00
10' Guard Railing - Scaffolding	All Models	\$1.00	\$3.00
10' Rolling Scaffold Plank - Scaffolding	All Models	\$65.00	\$175.00
10' x 2' Cross Brace - Scaffolding	All Models	\$1.00	\$3.00
10' x 4' Cross Brace - Scaffolding	All Models	\$1.00	\$3.00
108 Gallon Diesel Fuel Storage Box w/20gal Manual Pump	All Models	\$20.00	\$75.00
14" Baker Scaffold Outriggers	All Models	\$18.00	\$55.00
15"-20" Pressure Washer Scrubber Attachment - Master #	All Models	\$17.00	\$50.00
16' Aluma Shore Beam	All Models	\$45.00	\$75.00
2 Yard Trash Material Handler	All Models	\$60.00	\$225.00
20 Gallon - 55 Gallon Trash Container	All Models	\$15.00	\$35.00
24" Pressure Washer Sidewalk Scrubber	All Models	\$35.00	\$115.00
3 Cubic Yard Capacity Concrete Bucket w/Side Chute	All Models	\$180.00	\$340.00
3' x 5' End Frames - Scaffolding	All Models	\$4.00	\$12.00
3,000 Lb. Load Drywall Cart	All Models	\$50.00	\$100.00
3,500 PSI Gas Pressure Washer	All Models	\$275.00	\$600.00
3,600LBS Eco Blocks	All Models	\$10.00	\$18.00
3000 PSI Gas Pressure Washer	All Models	\$250.00	\$525.00
4 Yard Trash Material Handler	All Models	\$115.00	\$460.00
4" Trash Pump- Gas	All Models	\$225.00	\$400.00
4,000 PSI Gas Pressure Washer	All Models	\$275.00	\$600.00
4,000 PSI Gas Pressure Washer	All Models	\$275.00	\$600.00
5 Gallon Portable Water Container	All Models	\$5.00	\$10.00
5' Guard Railing - Scaffolding	All Models	\$1.00	\$3.00
5' x 5' End Frames - Scaffolding	All Models	\$4.00	\$12.00

5,500 Lb. Load Pallet Truck	All Models	\$115.00	\$275.00
55 Gallon Gas Fuel Storage Box w/20gal Manual Pump	All Models	\$20.00	\$75.00
6' Alumina Shore Beam	All Models	\$25.00	\$50.00
6' Rolling Scaffold	All Models	\$50.00	\$100.00
6' Rolling Scaffold Handrail System	All Models	\$25.00	\$65.00
6'x10' x 1" Steel Plate	All Models	\$85.00	\$200.00
8" Caster - Master #	All Models	\$1.00	\$1.00
8'x10' x 1" Steel Plate	All Models	\$95.00	\$215.00
8'x15' x 3/4"-1" Steel Plate	All Models	\$95.00	\$235.00
Adjustable Socket Jack - Scaffolding	All Models	\$1.00	\$3.00
Brother MFC Printer	All Models	\$50.00	\$125.00
Cable Spool Cart	All Models	\$50.00	\$150.00
Clamp Ladder Bracket - Scaffolding	All Models	\$1.00	\$1.00
Clamp Ladder Section - Scaffolding	All Models	\$2.00	\$5.00
Conduit/Pipe Mac Rack Cart	All Models	\$75.00	\$190.00
Crosswalk Closed Ahead Signage	All Models	\$10.00	\$25.00
Crosswalk Closed Signage	All Models	\$10.00	\$25.00
Cube Material Handling Truck	Cube Truck - 4716 - 16cu'	\$63.00	\$250.00
Data Vault	All Models	\$425.00	\$1,500.00
Detour Signage	All Models	\$10.00	\$25.00
Digital Radio w/ Speaker Mic. Tier Program, Retainer Clip	All Models	\$42	\$125
Fixed 12 MP Webcam w/ Digital Zoom	True Look - 12MP, 90W Solar Panel, 5 day Back Up	\$175.00	\$700.00
Fixed 12 MP Webcam w/ Digital Zoom	All Models	\$175.00	\$700.00
Floor Jack	All Models - 3-Ton	\$25	\$100
Folding Office Chair	All Models	\$4.00	\$5.00
Folding Office Table	All Models	\$15.00	\$32.00
Forklift Self Dumping Hopper	All Models	\$180.00	\$340.00
Fuel Box	All Models	\$75.00	\$125.00
Guard Rail Swing Gate - Scaffolding	All Models	\$2.00	\$5.00
Guard Railing Post - Scaffolding	All Models	\$1.00	\$3.00
Jobsite Storage Box	All Models	\$85.00	\$200.00
Left Lane Merge	All Models	\$10.00	\$25.00
Left Turn Only Signage	All Models	\$10.00	\$25.00
Lifting Bar - 2K lb. WLL - 23" Chute - Master #	All Models	\$19.17	\$57.50
Microwave	All Models	\$25.00	\$75.00
Mini Fridge	All Models	\$50.00	\$125.00
Motorola Radio	All Models	\$15.00	\$35.00
No Left Turn Signage	All Models	\$10.00	\$25.00
No Right Turn Signage	All Models	\$10.00	\$25.00
No Through Traffic	All Models	\$10.00	\$25.00
Office Printer	All Models	\$250.00	\$625.00
Pedestrian Detour Signage	All Models	\$10.00	\$25.00
Portable Hand Truck	All Models	\$10.00	\$25.00
Rescue Stretcher w/ Bridal Swing	All Models	\$25.00	\$175.00
Right Lane Closed Ahead	All Models	\$10.00	\$25.00
Right Lane Merge	All Models	\$10.00	\$25.00
Right Turn Only Signage	All Models	\$10.00	\$25.00
Road Closed Ahead (Roll-up & Fixed)	All Models	\$10.00	\$25.00
Road Closed Signage (Roll-up)	All Models	\$10.00	\$25.00
Road Work Ahead Signage	All Models	\$10.00	\$25.00
Road Work Ahead Signage (Roll-up)	All Models	\$10.00	\$25.00
Rolling Work Station Utility Cart	All Models	\$115	\$205
Rolling Work Station Utility Cart	All Models	\$115.00	\$205.00
Shore Posts	All Models	\$20.00	\$35.00
Shoring Storage Cart w/Casters	All Models	\$0.00	\$0.00
Shoring Storage Cart w/Casters - Master #	All Models	\$34.00	\$135.00
Sidewalk Closed & Detour Signage	All Models	\$50.00	\$80.00
Sidewalk Closed Ahead & Detour Signage	All Models	\$50.00	\$80.00
Sidewalk Closed Ahead Signage	All Models	\$10.00	\$25.00
Sidewalk Closed Signage	All Models	\$10.00	\$25.00
Steel Eco Pan	16"-24" - All Models	\$111.00	\$444.00
Steel Material Fly Box	All Models - All Sizes	\$50.00	\$200.00
Steel Plywood Carts w/Crane Pick points	All Models	\$100.00	\$399.00
Temporary Metal Street Signage Stand w/Flags	All Models	\$20.00	\$45.00
Type 1 Barricade	All Models	\$10.00	\$25.00
Type II Barricade	All Models	\$10.00	\$25.00
Type III Barricade	All Models	\$10.00	\$25.00
Utility Cart	All Models	\$75.00	\$125.00
Water Barrier	All Models	\$8.00	\$33.00
Wraparound Door - 5mm door - 23" - Master #	All Models	\$28.00	\$84.00

Wraparound Door - 5mm Door - 30" - Master #	All Models	\$28.00	\$84.00
Wraparound Regular - 5mm- 23" - Master #	All Models	\$16.11	\$48.33
Wraparound Regular - 5mm- 30" - Master #	All Models	\$16.11	\$48.33
Wraparound Top Hopper - 5mm door - 23" - Master #	All Models	\$21.00	\$63.00
Wraparound Top Hopper - 5mm Door - 30" - Master #	All Models	\$21.00	\$63.00

LADDERS

10' Fiberglass Step Ladder	375lb Capacity	\$60.00	\$132.00
12' Fiberglass Step Ladder	375lb Capacity	\$60.00	\$140.00
16' Fiberglass Extension Ladder	300lb Capacity	\$60.00	\$120.00
20' Fiberglass Extension ladder	300lb Capacity	\$60.00	\$120.00
24' Fiberglass Extension Ladder	300lb Capacity	\$60.00	\$120.00
28' Fiberglass Extension Ladder	300lb Capacity	\$75.00	\$150.00
32' Fiberglass Extension Ladder	300lb Capacity	\$75.00	\$145.00
4' Fiberglass Step Ladder	375lb Capacity	\$50.00	\$100.00
40' Fiberglass Extension Ladder	300lb Capacity	\$108.00	\$228.00
6' Fiberglass Step Ladder	375lb Capacity	\$50.00	\$108.00
8' Fiberglass Step Ladder	375lb Capacity	\$40.00	\$120.00

SIGNAGE

PPE Cortex Sign (2x4 - 4x6)	All Models	\$10.00	\$25.00
Safety Pride Cortex Sign (2'x2' - 4'x4')	All Models	\$15.00	\$35.00
4'x8' Bremik Di-Bond Sign	All Models	\$20.00	\$55.00
2'x3' Bremik Di-Bond Sign	All Models	\$15.00	\$35.00
4'x4' Bremik Di-Bond Sign	All Models	\$15.00	\$35.00
Mesh Bremik Logo Privacy Screen (6'x12' - 6'x50')	All Models	\$20.00	\$55.00
70% Black Mesh Privacy Screen (6'x12' - 50')	All Models	\$5.00	\$10.00
7.5' x 9.5' Bremik Tower Crane Sign	All Models	\$85.00	\$345.00
Mesh Bremik Safety Logo Privacy Screen (6'x12' - 6'x50')	All Models	\$20.00	\$55.00
Mesh Bremik Safety Logo / Requirements Privacy Screen (6'x12' - 6'x50')	All Models	\$20.00	\$55.00
Site Safety Information Board	All Models	\$10.00	\$25.00

VEHICLES

14K Deckover Trailer	All Models	\$120.00	\$450.00
14K Dump Trailer w/Side Kit	All Models	\$320.00	\$1,280.00
14K Tilt Deck Trailer	All Models	\$120.00	\$450.00
2x4 - 4x4 Vehicle	All Models	\$250.00	\$750.00
Utility Trailer	All Models	\$65.00	\$275.00

TECHNOLOGY

iPad with Case	All Models	\$45.00	\$170.00
Maturity Reader	All Models	\$50.00	\$149.00
Infrared Camera	All Models	\$167.00	\$500.00

**All equipment not shown will be billed at 80% book rate*

City of Tualatin

Tualatin Services Center

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit E – List of Documents

BREMIK

CONSTRUCTION

1026 SE STARK ST. | PORTLAND, OR 97214 | P 503.688.1000 | F 503.688.1005 | WWW.BREMIK.COM

TUALATIN SERVICE CENTER		
EXHIBIT E - LIST OF DOCUMENTS		
SHEET NUMBER & TITLE	DATE	ADDENDUM
GENERAL		
GO.01 - GENERAL PROJECT INFORMATION	2/7/2020	1
G1.01 - CODE SUMMARY	1/20/2020	
CIVIL		
C100 - EXISTING CONDITIONS PLAN	1/20/2020	
C110 - CIVIL DEMOLITION PLAN	1/20/2020	
C200 - CIVIL SITE PLAN	1/20/2020	
C210 - SITE GRADING PLAN	1/20/2020	
C211 - GRADING PLAN	2/7/2020	1
C300 - STORM SEWER PLAN	1/20/2020	
C400 - WATER AND SANITARY SEWER PLAN	2/7/2020	1
C500 - CIVIL DETAILS	1/20/2020	
C501 - CIVIL DETAILS	1/20/2020	
EC100 - EROSION AND SEDIMENT CONTROL PLAN	1/20/2020	
ECHO - EROSION AND SEDIMENT CONTROL PLAN	1/20/2020	
EC200 - EROSION AND SEDIMENT CONTROL DETAILS	1/20/2020	
EC210 - EROSION AND SEDIMENT CONTROL DETAILS	1/20/2020	
LANDSCAPE		
L1.00 - TREE PROTECTION PLAN	1/20/2020	
L2.00 - LANDSCAPE PLAN	2/7/2020	1
L3.00 - IRRIGATION PLAN	2/7/2020	1
L400 - LANDSCAPE DETAILS	1/20/2020	
ARCHITECTURAL		
AO.01 - ARCHITECTURAL GENERAL NOTES	2/7/2020	1
AO.10 - GENERAL DIAGRAMS	1/20/2020	
AO.20 - ASSEMBLIES	2/7/2020	1
AD.01 - DEMOLITION PLAN	1/20/2020	
A1.01 - SITE PLAN	1/20/2020	
A1.02 - SITE DETAILS	2/7/2020	1
AS.11 - FIRST FLOOR SLAB PLAN	2/7/2020	1
A2.11 - FIRST FLOOR PLAN	2/7/2020	1
A2.12 - FIRST FLOOR PLAN - DIMENSIONS	1/20/2020	
A2.21 - ROOF PLAN	2/7/2020	1
A2.31 - FIRST FLOOR REFLECTED CEILING PLAN	2/7/2020	1
A2.41 - FIRST FLOOR FINISH PLAN	1/20/2020	
A2.61 - FIRST FLOOR FURNITURE PLAN	2/7/2020	1

A3.01 - EXTERIOR ELEVATIONS	2/7/2020	1
A4.01 - BUILDING SECTIONS	2/7/2020	1
A5.01 - WALL SECTIONS	2/7/2020	1
A5.02 - WALL SECTIONS	2/7/2020	1
A6.01 - ENLARGED PLANS - BATHROOMS	2/7/2020	1
A7.01 - GENERAL EXTERIOR DETAILS	1/20/2020	
A7.21 - EXTERIOR DETAILS - OPENINGS	2/7/2020	1
A7.31 - EXTERIOR DETAILS	2/7/2020	1
A7.32 - EXTERIOR DETAILS	2/7/2020	1
A7.33 - EXTERIOR DETAILS - ROOF	2/7/2020	1
A7.34 - EXTERIOR DETAILS - SEISMIC JOINTS	2/7/2020	1
A7.35 - EXTERIOR DETAILS	2/7/2020	1
A8.01 - INTERIOR ELEVATIONS	2/7/2020	1
A8.02 - INTERIOR ELEVATIONS	2/7/2020	1
A8.03 - INTERIOR ELEVATIONS	2/7/2020	1
A9.01 - GENERAL INTERIOR DETAILS	2/7/2020	1
A9.02 - INTERIOR DETAILS	1/20/2020	
A9.11 - INTERIOR DETAILS - CASEWORK	1/20/2020	
A9.12 - INTERIOR DETAILS - CASEWORK	2/7/2020	1
A10.01 - DOOR SCHEDULE AND DOOR TYPES	2/7/2020	1
A10.11 - WINDOW SCHEDULE AND TYPES	2/7/2020	1
A10.21 - FINISH SCHEDULE AND LEGEND	2/7/2020	1

STRUCTURAL

S1.01 - STRUCTURAL NOTES	1/20/2020	
S2.11 - FOUNDATION PLAN	2/7/2020	1
S2.21 - ROOF FRAMING PLAN	2/7/2020	1
S3.01 - FOUNDATION DETAILS	2/7/2020	1
S4.01 - FRAMING DETAILS	2/7/2020	1
S4.02 - FRAMING DETAILS	2/7/2020	1

PLUMBING

P001 - SYMBOL LIST AND GENERAL NOTES - PLUMBING	2/7/2020	1
P002 - SCHEDULES-PLUMBING	2/7/2020	1
PD201 - FIRST FLOOR DEMO OVERALL PLAN - PLUMBING	2/7/2020	1
P200 - UNDERGROUND OVERALL PLAN	2/7/2020	1
P201 - FIRST FLOOR OVERALL PLAN - WASTE AND VENT	2/7/2020	1
P202 - FIRST FLOOR OVERALL PLAN - WATER AND GAS	2/7/2020	1
P301 - ROOF OVERALL PLAN - PLUMBING	2/7/2020	1
P501 - SANITARY RISER DIAGRAMS	2/7/2020	1
P502 - DOMESTIC WATER RISER DIAGRAMS	2/7/2020	1
P601 - DETAILS - PLUMBING	2/7/2020	1

MECHANICAL

M001 - SYMBOL LIST AND GENERAL NOTES - MECHANICAL	2/7/2020	1
M002 - SCHEDULES - MECHANICAL	2/7/2020	1
M101 - ZONE OVERALL PLAN - MECHANICAL	2/7/2020	1
MD201 - FIRST FLOOR DEMO OVERALL PLAN - MECHANICAL	2/7/2020	1
M201 - FIRST FLOOR OVERALL PLAN - MECHANICAL	2/7/2020	1
M202 - ROOF OVERALL PLAN - MECHANICAL	2/7/2020	1

M301 - FIRST FLOOR OVERALL PLAN - MECHANICAL	2/7/2020	1
M501 - VRF PIPING DIAGRAMS - MECHANICAL	2/7/2020	1
M601 - DETAILS - MECHANICAL	2/7/2020	1

ELECTRICAL

E001 - SYMBOL LIST AND GENERAL NOTES - ELECTRICAL	2/7/2020	1
E002 - LUMINAIRE SCHEDULE	2/7/2020	1
E102 - SITE PLAN - ELECTRICAL	2/7/2020	1
ED102 - SITE PLAN DEMO - ELECTRICAL	2/7/2020	1
E201 - FIRST FLOOR OVERALL PLAN - LIGHTING	2/7/2020	1
ED201 - FIRST FLOOR DEMO PLAN - LIGHTING	2/7/2020	1
E301 - FIRST FLOOR OVERALL PLAN - POWER	2/7/2020	1
E302 - ROOF OVERALL PLAN - POWER	2/7/2020	1
E401 - DETAILS - ELECTRICAL	2/7/2020	1
ED301 - FIRST FLOOR DEMO PLAN - POWER	2/7/2020	1
E501 - SINGLE LINE DIAGRAMS - ELECTRICAL	2/7/2020	1
E601 - SCHEDULES - ELECTRICAL	2/7/2020	1

TECHNOLOGY

T001 - SYMBOL LIST AND GENERAL NOTES - TECHNOLOGY	1/20/2020
T103 - FIRST FLOOR OVERALL PLAN - NEW - TECHNOLOGY	1/20/2020
T501 - ENLARGED FLOOR PLANS - TECHNOLOGY	1/20/2020
T601 - DETAILS - TECHNOLOGY	1/20/2020

City of Tualatin

Tualatin Services Center

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit F – Specifications

BREMIK

CONSTRUCTION

1026 SE Stark St. | Portland, OR 97214 | P 503.688.1000 | F 503.688.1005 | www.bremik.com

Tualatin Service Center	
EXHIBIT F - SPECIFICATIONS	
Specification Section & Title	Addendum

DIVISION 0 BIDDING AND CONTRACTING REQUIREMENTS

00 43 25 Pre-Bid Substitution Request Form

DIVISION 1 GENERAL REQUIREMENTS

01 11 00 Summary of Work

01 25 00 Product Substitution

01 26 00 Modification Procedures

01 29 00 Application for Payment

01 29 73 Schedule of Values

01 31 00 Coordination

01 31 19 Project Meetings

01 32 00 Construction Schedules and Daily Reports

01 33 00 Submittals

01 33 50 Bidder Designed and Engineered Systems

01 42 16 Explanations and Definitions

01 42 19 Reference Specifications and Standards

01 43 00 Quality Assurance

01 45 00 Quality Control

01 56 00 Temporary Facilities & Security Controls

01 60 00 Materials and Equipment

01 61 16 Special Requirements - Sustainable Building Practices

01 71 23 Field Engineering

01 73 29 Cutting and Patching

01 74 00 Cleaning and Waste Management

01 77 00 Contract Closeout

01 78 23 Operation and Maintenance Data

01 78 36 Warranties

01 78 39 Project Record Documents

DIVISION 2 EXISTING CONDITIONS

02 26 00 Hazmat Consideration

02 32 00 Soils Investigation

02 41 19 Selective Demolition

DIVISION 3 CONCRETE

03 10 00 Concrete Formwork

03 20 00 Concrete Reinforcing

03 30 00 Cast-In-Place Concrete

03 35 00 Concrete Finishing

03 35 19 Concrete Slab Grinding, Polishing and Finishing

DIVISION 4 MASONRY

04 21 00 Mechanically Attached Masonry Veneer

DIVISION 5 METALS

05 12 00 Structural Steel

05 30 00 Metal Decking

05 50 00 Metal Fabrications

DIVISION 6 WOOD AND PLASTICS

06 10 00 Rough Carpentry

06 17 00 Prefabricated Wood Joists and Beams

06 18 00 Glue Laminated Beams

06 20 00 Finish Carpentry

DIVISION 7 THERMAL AND MOISTURE PROTECTION

07 10 00 Waterproofing

07 14 00 Interior Membrane Waterproofing

07 21 00 Insulation

07 25 00 Weather Resistive Barriers

07 42 13 Preformed Metal Siding

07 42 43 Composite Panel Siding

07 54 23 Single-Ply Roofing: TPO

07 60 00 Flashing and Sheet Metal

07 72 00 Roof Hatch and Access Ladders

07 90 00 Sealants

07 95 00 Expansion Control

DIVISION 8 DOORS AND WINDOWS

08 11 00 Steel Doors & Frames

08 14 00 Wood Doors

08 33 13 Overhead Coiling Counter Doors

08 33 26 Overhead Coiling Security Grilles

08 34 00 Access Doors

08 40 00 Aluminum Entrances and Storefronts

08 63 00 Metal Framed Skylights

08 71 00 Finish Hardware

08 80 00 Glass & Glazing

08 87 00 Glazing Surface Films

DIVISION 9 FINISHES

09 28 00 Fiber Reinforced Cement Board

09 29 00 Gypsum Board

09 30 00 Tile

09 51 00 Acoustic Ceilings

09 54 26 Specialty Wood Ceilings

09 65 00 Resilient Flooring

09 68 00 Carpeting

09 72 16 Vinyl Wall Covering

09 72 19 Fabric Wall Covering

09 90 00 Painting

DIVISION 10 SPECIALTIES

10 14 00 Identifying Plaques and Signage
1021 13.13 Metal Toilet Partitions
10 22 26 Operable Partitions
10 26 00 Wall Protection
10 28 00 Toilet Accessories
10 44 00 Fire Extinguishers and Cabinets
10 51 00 Lockers
10 75 00 Flagpoles
10 82 00 Treillage

DIVISION 11 EQUIPMENT

11 31 00 Residential Appliances

DIVISION 12 FURNISHINGS

12 21 00 Window Coverings
12 32 00 Manufactured Casework
1248 13 Entrance Floor Mats and Frame

DIVISION 13 SPECIAL CONSTRUCTION

Not Used

DIVISION 14 CONVEYING EQUIPMENT

Not Used

DIVISION 21 FIRE SUPPRESSION

21 00 00 Fire Suppression Basic Requirements
21 05 00 Common Work Results for Fire Suppression
21 13 00 Fire Suppression Sprinkler Systems

DIVISION 22 PLUMBING

22 00 00 Plumbing Basic Requirements
22 05 19 Plumbing Devices
22 05 23 General-Duty Valves for Plumbing Piping
22 05 29 Hangers and Supports for Plumbing Piping and Equipment
22 05 53 Identification for Plumbing Piping and Equipment
22 05 93 Testing, Adjusting and Balancing for Plumbing
22 07 00 Plumbing Insulation
22 10 00 Plumbing Piping
22 30 00 Plumbing Equipment
22 40 00 Plumbing Fixtures

DIVISION 23 HEATING, VENTILATION AND AIR-CONDITIONING (HVAC)

23 00 00 Heating, Ventilating and Air Conditioning (HVAC) Basic Requirements
23 05 13 Common Motor Requirements for HVAC Equipment
23 05 29 Hangers and Supports for HVAC Piping, Ductwork and Equipment
23 05 48 Vibration and Seismic Controls for HVAC Equipment
23 05 53 Identification for HVAC Piping, Ductwork and Equipment
23 05 93 Testing, Adjusting and Balancing for HVAC
23 07 00 HVAC Insulation
23 11 23 Facility Fuel - Natural Gas Piping and Systems
23 21 13 HVAC Piping
23 31 00 HVAC Ducts and Casings
23 33 00 Air Duct Accessories
23 34 00 HVAC Fans

- 23 37 00 Air Outlets and Inlets
- 23 62 01 Variable Refrigerant Flow_Volume (VRF_VRV) Systems
- 23 63 13 Air Cooled Refrigerant Condensers
- 23 72 23 Packaged Air-To-Air Energy Recovery Units
- 23 81 26 Small Split System and Unitary HVAC Equipment

DIVISION 26 ELECTRICAL

- 26 00 00 Electrical Basic Requirements
- 26 05 09 Equipment Wiring
- 26 05 19 Low-Voltage Electrical Power Conductors and Cables
- 26 05 26 Grounding and Bonding for Electrical Equipment
- 26 05 33 Raceways
- 26 05 34 Boxes
- 26 05 43 Electrical Vaults and Underground Raceways
- 26 05 53 Identification for Electrical Systems
- 26 09 00 Contactors and Control Devices
- 26 09 23 Occupancy and Vacancy Sensors
- 26 09 24 Daylighting Controls
- 26 22 00 Low-Voltage Transformers
- 26 24 13 Switchboards
- 26 24 16 Panelboards
- 26 27 13 Electrical Metering
- 26 27 16 Electrical Cabinets and Enclosures
- 26 27 26 Wiring Devices
- 26 28 00 Overcurrent Protective Devices
- 26 28 16 Enclosed Switches and Circuit Breakers
- 26 29 13 Enclosed Controllers
- 26 31 00 Photovoltaic Systems
- 26 36 00 Transfer Switches
- 26 43 00 Surge Protective Devices
- 26 51 00 Lighting

DIVISION 27 COMMUNICATIONS

- 27 00 00 Communications Basic Requirements
- 27 05 28 Pathways for Communications Systems
- 27 11 01 Communication Equipment Rooms
- 27 13 00 Communications Backbone Cabling
- 27 15 00 Communications Horizontal Cabling
- 27 53 19 Distributed Antenna System

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

- 28 00 00 Electronic Safety and Security Basic Requirements
- 28 10 00 Access Control and Intrusion Detection
- 28 23 00 Video Surveillance
- 28 31 00 Fire Detection and Alarm

DIVISION 31 EARTHWORK

- 31 10 00 Site Clearing
- 31 20 00 Earth Moving
- 31 23 17 Trenching
- 31 23 23.43 Structural Foam Formwork

31 25 00 Erosion and Sediment Control

DIVISION 32 EXTERIOR IMPROVEMENTS

32 11 32 Aggregate Base Courses

32 12 16 Asphalt Paving

32 13 13 Concrete Paving

32 17 23 Pavement Markings

32 80 00 Irrigation

32 91 13 Soil Preparation

32 93 00 Plants

32 94 45 Landscape Maintenance

DIVISION 33 UTILITIES

33 11 00 Water Distribution Piping

33 12 00 Water Appurtenances

33 31 00 Sanitary Sewer Piping

33 39 00 Sanitary Sewer Structures

33 41 00 Storm Drainage Piping

33 44 00 Storm Drainage Inlets

33 46 00 Subdrainage

33 46 13 Rainwater Leaders and Radon Mitigation

33 49 00 Storm Drainage Structures

City of Tualatin

Tualatin Services Center

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit G – Guaranteed Maximum Price Estimate dated March 3, 2020

Tualatin Services Center

GMP Estimate

3/2/2020

BREMİK
CONSTRUCTION

1026 SE Stark Street
Portland, OR 97214

Phone: 503.688.1000
Fax: 503.688.1005

www.bremik.com

Div 1 General Conditions					\$566,280
010400	Principal-in-Charge				\$26,880
010410	Project Manager				\$89,280
010420	Project Superintendent				\$188,160
010450	Project Engineer				\$145,920
010460	Project Administrator				\$23,424
010470	Foreman				\$34,891
010650	Security				\$1,800
015100	Temporary Office Electricity				\$14,324
015120	Temporary Phones & Copiers				\$5,950
015130	Temporary Water				\$2,420
015140	Temporary Toilets				\$2,420
015180	Temporary Fire Extinguishers				\$1,514
015600	Hoisting and Equipment Rental				\$28,800
015650	Safety Equipment				\$7,200
015700	Gas and Oil				\$2,160
015900	Temporary Office & Storage				\$7,505
016000	Printing/Shipping and Office Supplies				\$5,760
016300	Temporary Signage				\$1,763
017100	Progressive and Final Cleaning				\$11,000
Div 2 General Requirements and Existing Conditions					\$160,544
020500	General Requirements				\$80,349
022220	Sawcutting and Demolition				\$80,195
Div 3 Concrete, Formwork, and Reinforcing					\$723,394
031500	General Concrete Items				\$4,306
032100	Reinforcing Steel				\$70,000
033010	Cast-In-Place Concrete				\$632,680
033600	Polished and Sealed Concrete				\$13,342
036000	Grouting				\$3,066
Div 4 Masonry					\$112,947
042000	CMU Veneer				\$112,947
Div 5 Metal Fabrications					\$112,554
051200	Structural and Misc. Steel				\$111,666
055000	Metal Decking				\$888
Div 6 Wood and Plastics					\$440,892
061000	Carpentry				\$287,894
061700	Trusses, Joists, Beams				\$36,644
062100	Exterior Siding and Trim at Existing				\$22,000
064200	Cabinetry and Countertops				\$94,354
Div 7 Thermal and Moisture Protection					\$496,522
071000	Waterproofing and Dampproofing				\$31,785
071500	WRB				\$33,771
072100	Insulation				\$25,618
074000	Roofing				\$169,239
076000	Flashing and Sheetmetal				\$180,542
077000	Roof Accessories				\$3,469
079200	Expansion Joints and Caulking				\$52,098
Div 8 Doors and Windows					\$305,227

081000	Door Frames and Metal Doors				\$21,237
081000	Wood Doors				\$17,160
083300	Security Coiling Doors				\$16,445
083500	Access Doors				\$1,500
084000	Storefront Windows and Doors				\$169,647
086000	Skylights				\$10,626
081000	Door Hardware				\$66,868
088000	Window Tinting				\$1,744
Div 9	Finishes				\$425,030
092000	Drywall and Finish				\$167,892
093000	Tile and Interior Stone				\$28,111
092000	Acoustical Ceilings				\$81,780
096500	Resilient Flooring				\$45,287
096800	Carpet and Walk-off Mat				\$38,882
099000	Painting				\$63,077
Div 10	Specialties				\$117,678
101150	Marker and Tack Boards				\$10,762
103000	Flag Pole				\$11,935
104300	Signage				\$31,649
104500	Wall and Corner Guards				\$10,132
105000	Lockers				\$13,528
105500	Fire Extinguishers and Cabinets				\$1,446
106000	Toilet Partitions				\$3,737
106500	Operable Partitions				\$21,653
108100	Toilet Accessories				\$12,834
Div 12	Furnishings				\$22,595
124900	Window Shades - Manual				\$22,595
Div 21-23	Mechanical Systems				\$634,493
210000	Fire Protection				\$95,224
220000	Plumbing				\$207,728
230000	HVAC				\$331,541
Div 26-28	Electrical Systems				\$623,725
261000	Building Electrical Wiring				\$400,508
281000	Fire Alarm				\$32,864
282000	Access Control				\$14,332
283000	Tele Data				\$97,811
284000	Sound & Video				\$2,701
285000	Temporary Construction Electrical & Lighting				\$34,173
Div 31-33	Sitework and Utilities				\$431,433
312300	Earthwork and Utilities				\$302,745
321000	Asphalt Paving and Striping				\$19,479
321500	Site Concrete				\$39,927
322000	Site Furnishings				\$12,177
329000	Landscaping and Irrigation				\$57,105
Div 49	Other				\$324,158
490000	Safety Plan				\$9,150
015900	(3) Office Trailer w/ restroom- 10 x 44				\$14,472
015900	Set up and Take down				\$2,730
015900	(1) Meeting Room Trailer				\$4,744

015900	ADA Ramp and Deck				\$10,657
015900	Temporary Power				\$13,655
492000	Restroom Maintainance				\$8,750
492000	Permitting Comments Contingency				\$10,000
495000	Contractor's Construction Contingency (set at GMP)				\$250,000

Grand Subtotal **\$5,497,470**

Overhead & Mark-up	4.45 %	244,637
Liability Insurance	1.25 %	71,776
Arts Tax % (Not Included)	0.00 %	0
Commercial Activity Tax % (allowance)	0.40 %	23,256
Performance & Payment Bond	1 ls	<u>38,981</u>

GRAND TOTAL **\$5,876,120**

*** See Attached Exclusions & Clarifications

Project Specific Clarifications

- General
 - This complete list of exclusions, clarifications, and allowances shall be part of the contract and take precedent over any all drawing & specification hierarchy.
 - This estimate is based on Drawings and Specifications dated 1/20/20, Addendum #1, and Addendum #2.
 - This estimate does not include any amounts for changes in taxes, tariffs or similar charges that are enacted after the date of this quotation or time delays that arise from such changes.
 - Project does not include any work to the existing warehouse building other than allowance for solar panels.
 - Proposal assumes owner vacates existing building of personnel, furniture, and equipment prior to selective demolition of existing building.
 - Deferred submittals beyond what is listed on G0.01 are not included.

- Division 2
 - Selective demolition of existing office space
 - Selective demolition does not include removal, cataloging, and storage of any items
 - Demolition does not include any sidewalk other than 32' integral sidewalk at 108th apron
 - Demolition does not include abatement

- Division 3
 - 12" thick mat slab is included
 - No work to existing building foundation is included except for areas of new sanitary sewer trenching
 - Cold joint connection assumed at existing to new.
 - Galvanized rebar
 - Geo-foam is priced in base bid. Alternate for rock is proposed as cost savings
 - Concrete Polished is included at Lobby, all-gender restroom, toilet/shower, mud room, IT office. All other exposed concrete flooring is sealed.

- Division 4
 - CMU block is included around the multipurpose room.
 - CMU block is priced to match existing building. Color matching will be limited to standard colors that may not be exact match due to color fading on existing building or discontinued colors.
 - CMU Is priced to sit on brick ledge below finish grade.
 - Grout behind block included below finish grade only.
 - brick ties are priced in lieu of fasteners in specification

- Division 5
 - Decorative Fencing is not included in proposal
 - Structural steel is primed.
 - Steel canopy is included in proposal
 - (4) bollards are included in proposal at locations to be determined.
 - Metal roof access ladder is included. Does not include aluminum or special textured metal bars.
 - Canopy at courtyard is not included.

- Division 6
 - Joist package is by red-buit.
 - Casework includes concrete countertops.
 - All decorative wood in priced as 9wood under division 9.
 - Pricing excludes dais for multi-purpose room.

- Division 7
 - Insulation is included at new walls only
 - Rigid insulation is included at new exterior walls on exterior façade and at exposed stem wall face on the interior
 - Expansion joints are included except where cold joint between need and existing concrete is called out.

- Division 8

- Includes new interior doors throughout, new storefront at existing, and replacing door 108A
- Overhead security grilles are priced as "Wayne Dalton" a subsidiary of Overhead Door
- Salvage of doors is not included in pricing. Price available if requested.
- Window film is included at lobby windows and engineering window only
- Excludes hardware or work at openings S-3,S-4,S-5,S-7, E-11A,E-112A,E-114A

- Division 9
 - New drywall at existing building is only included where demolition of drywall occurs. Existing wall to remain are assumed to be painted or covered in wall covering. Floating of walls is not included.
 - Includes 1x4 ceiling tiles at lobby only
 - - 9wood included at courts and permits soffit area only. Only includes scope per bid documents dated 1/20/20, Addendum #1, and Addendum #2.
 - Wall covering material 3 (WC-3) is not included. OFCI
 - Tackable surface material is assumed to be wall covering. Price includes installation only. Material OFCI.

- Division 10
 - Protective Wall Paneling scope unclear and included as allowance only.
 - Flag pole is stand alone with concrete base. Connection to the building will require further design information
 - - Manual Operable partition is included at the mutlipurpose room only. Does not include white board. Is designed with fabric finish.
 - Signage is priced based on drawings and specifications. Pricing will change if changes are made to the design.

- Division 11
 - New appliances are set as an allowance

- Division 12
 - Motorized window coverings are not included

- Division 21
 - Pricing includes new and existing to be sprinkled
 - Pricing does not include sprinklers under exterior canopy
 - Pricing includes connection to existing fire water line

- Division 22
 - Pricing includes radon system
 - Pricing includes water tank. See VE option
 - Pricing includes new fixtures throughout

- Division 23
 - HVAC does not included DDC controls
 - HVAC includes relocating Server room FCU
 - Existing ductwork to be reused. Pricing does not include duct cleaning.

- Division 26
 - Includes temporary power for office trailers
 - Moving the server is not included. By Owner
 - Pricing included unit price option for (1) solar panel
 - Pricing includes DAS system
 - Pricing includes installing owner provide AV equipment
 - Pricing includes security alarm system

- Division 31
 - Pricing includes connection of utilities to existing meters and pipes.

- Pricing include allowance for (1) dry-well decommissioning.
 - Pricing includes allowance for demolition of existing shed due to unknown foundation and utility connections are determined
 - Pricing does not included work to existing foundation
 - Pricing does not include public or private utilites off site.
 - Pricing includes allowance for fences and gates until scope is more clearly defined.
- Division 32
 - Landscaping includes planting and irrigation.
 - Pricing assumes use of existing irrigation control system.
 - Pricing does not include removal of large heritage tree.

Project Specific Exclusions

- Warranty and/or guaranty of any existing condition, system or assembly.
- Work to existing warehouse
- Moving of furniture
- Appliances purchase
- Landscape Maintenance Program

Master Project Exclusions

- Building Permits & Plan Check Fees
- Testing & Special Inspections
- System Development Charges
- Hazardous Material Abatement
- Rock Excavation
- Unforeseen Site Conditions
- Overhead Power Line Relocation
- Costs for LEED or Other Incentive Based Certification
- OCIP/CCIP Wrap Insurance Premiums and Deductibles
- Building Commissioning
- Cost of Builder's Risk Premium and Deductible

Project Specific Allowances

- Exterior Siding and WRB replacement-Existing building walls (allowance) : \$12000
- Existing floor preparation (allowance) : \$2700
- Painting - Exterior siding (allowance) : \$3360
- Tack Board (Allowance): \$10782
- Wall Paneling (Allowance) - Scope Unclear : \$5601.872
- Demolish Shed (Allowance) : \$16073
- Video and Flush System (Allowance) : \$2700
- Decommission Drywell (Allowance) : \$3500
- Private Locates (allowance) : \$1500
- Driveway Fences & Gates (allowance) : \$4900
- Personnel Fences & Gates Panic Hardware (allowance) : \$3200
- Benches (allowance): \$3000

Phase	Item	Quantity	Unit	Unit Price	Grand Total
Div 1	General Conditions				\$566,280
	Supervision	48	wks	\$ 9,868	\$473,664
010400	Principal-in-Charge	48	wks	\$ 560	\$26,880
010410	Project Manager	48	wks	\$ 1,860	\$89,280
010420	Project Superintendent	48	wks	\$ 3,920	\$188,160
010450	Project Engineer	48	wks	\$ 3,040	\$145,920
010460	Project Administrator	48	wks	\$ 488	\$23,424
	Security	15633	sf	\$ 0.12	\$1,800
010650	Office Alarm--Set up	1	ls	\$ 600	\$600
010650	Office Alarm--Monitor	48	wks	\$ 25.00	\$1,200
	Temporary Utilities and Offices (Bremik)	11	mo	\$ 3,103	\$34,133
015100	Temporary Construction set-up	11	mo	\$ 1,302	\$14,324
015120	Construction Office Phones & Fax Set-up	1	ls	\$ 800	\$800
015120	Construction Office Phone & Fax Monthly Charges	11	mo	\$ 250	\$2,750
015120	Copier or Multi-Function Device--Copy/Scan/Fax	48	wks	\$ 50.00	\$2,400
015130	Hydrant Use Fees	1	ls	\$ 500	\$500
015130	Bottled Drinking Water	48	wks	\$ 40.00	\$1,920
015140	Temporary Toilets	11	mo	\$ 220	\$2,420
015180	Temporary Fire Extinguishers	15000	sf	\$ 0.10	\$1,514
015900	Delivery and set-up	1	ls	\$ 750	\$750
015900	Temporary Furnishings	1	ls	\$ 480	\$480
015900	Cleaning & Return	1	ls	\$ 500	\$500
015900	On-site PM & Superintendent trailer	11	mo	\$ 525	\$5,775
	Hoisting and Equipment Rental	15633	sf	\$ 1.84	\$28,800
015600	Forklift	48	wks	\$ 600	\$28,800
	Safety Equipment	15633	sf	\$ 0.46	\$7,200
015650	First-Aid Equipment	48	wks	\$ 50.00	\$2,400
015650	Temporary Rails and Ladders	48	wks	\$ 100	\$4,800
	Gas and Oil	15633	sf	\$ 0.14	\$2,160
015700	Equipment Gas & Oil	48	wks	\$ 45.00	\$2,160
	Printing/Shipping and Office Supplies	15633	sf	\$ 0.37	\$5,760
016000	Delivery Services	48	wks	\$ 30.00	\$1,440
016200	Printing	48	wks	\$ 40.00	\$1,920
016250	Office Supplies	48	wks	\$ 50.00	\$2,400
	Temporary Signage	11	mo	\$ 160	\$1,763
016300	Signage	1	ls	\$ 1,763	\$1,763
	Progressive and Final Cleaning	11	mo	\$ 1,000	\$11,000
017200	Drop Boxes	11	mo	\$ 1,000	\$11,000
Div 2	General Requirements and Existing Conditions				\$160,544
	General Requirements	10.5	mo	\$ 7,652	\$80,349
010470	Foreman	48	wks	\$ 727	\$34,891
015600	Forklift Operator	48	wks	\$ 363	\$17,446
017100	General Clean-up	48	wks	\$ 222	\$10,679
017100	Final Cleaning	1	ls	\$ 7,680	\$7,680
017100	Pressure Wash Site Walks	2676	sf	\$ 0.60	\$1,617
015150	Temporary Fence	1000	lf	\$ 8.04	\$8,037
	Sawcutting and Demolition	6187	sf	\$ 12.96	\$80,195
022220	Selective Demolition	1	ls	\$ 53,400	\$53,400
022220	Temporary Walls & Dust Partitions	6271	sf	\$ 1.22	\$7,645
022220	Temporary Roof	3500	sf	\$ 3.06	\$10,720
022220	Temporary Opening Protection	610	sf	\$ 3.94	\$2,401
022220	Temporary Board Up	6	ea	\$ 171	\$1,029
022270	MEP Safe-off	1	ls	\$ 5,000	\$5,000
Div 3	Concrete, Formwork, and Reinforcing				\$723,394
	General Concrete Items	1	ls	\$ 4,306	\$4,306
031500	Concrete Wash Out	4	ea	\$ 538	\$2,152
015600	Material Coordination & Storage	2	wks	\$ 1,077	\$2,154
	Reinforcing Steel	61425	lbs	\$ 1.14	\$70,000

Phase	Item	Quantity	Unit	Unit Price	Grand Total
032100	Reinforcing Bar Material	1	ls	\$ 70,000	\$70,000
	Cast-In-Place Concrete	398	cy	\$ 1,590	\$632,680
033010	Cast-In-Place Concrete	1	ls	\$ 447,180	\$447,180
033010	Geo-foam	1	ls	\$ 155,000	\$155,000
033010	Spray-Lock	1	ls	\$ 23,000	\$23,000
033010	Monument Sign Footing	1	ls	\$ 7,500	\$7,500
	Polished and Sealed Concrete	2054	sf	\$ 6.50	\$13,342
033600	Polished and Sealed Concrete	1	ls	\$ 13,342	\$13,342
	Grouting	25	ea	\$ 123	\$3,066
036000	Base plate Grouting	25	ea	\$ 123	\$3,066
Div 4	Masonry				\$112,947
	CMU Veneer	3931	sf	\$ 28.73	\$112,947
015600	Material Coordination & Storage	2	wks	\$ 1,077	\$2,154
042000	CMU Veneer	1	ls	\$ 100,914	\$100,914
042000	Caulk Control Joints	1	ls	\$ 1,009	\$1,009
042000	Brick & CMU Sealer	1	ls	\$ 8,870	\$8,870
Div 5	Metal Fabrications				\$112,554
	Structural and Misc. Steel	15633	sf	\$ 7.14	\$111,666
051200	Structural Steel - Furnish	1	ls	\$ 67,948	\$67,948
015600	Material Coordination & Storage	1	wks	\$ 1,077	\$1,077
051210	Structural Steel - Install	1	ls	\$ 34,235	\$34,235
051200	Set column anchor bolts	60	ea	\$ 21.91	\$1,315
051200	Grout column base plates	15	ea	\$ 65.73	\$986
051200	Bollards - Steel, concrete filled	4	ea	\$ 988	\$3,952
015600	Material Coordination & Storage	2	wks	\$ 1,077	\$2,154
	Metal Decking	15633	sf	\$ 0.06	\$888
055000	3x20 ga Metal Decking	608	sf	\$ 1.46	\$888
Div 6	Wood and Plastics				\$440,892
	Carpentry	15633	sf	\$ 18.42	\$287,894
061000	Rough Carpentry Framing	1	ls	\$ 285,740	\$285,740
015600	Material Coordination & Storage	2	wks	\$ 1,077	\$2,154
061000	Trusses, Joists, Beams	15633	sf	\$ 2.34	\$36,644
061700	Wood Trusses, Joists, and Beams	1	ls	\$ 34,490	\$34,490
015600	Material Coordination & Storage	2	wks	\$ 1,077	\$2,154
	Exterior Siding and Trim at Existing	1100	sf	\$ 20.00	\$22,000
062100	Exterior Siding and WRB replacement-Existing building walls (allowance)	1100	sf	\$ 20.00	\$22,000
	Cabinetry and Countertops	1	sf	\$ 94,354	\$94,354
064200	Casework & Countertops	1	ls	\$ 91,006	\$91,006
015600	Material Coordination & Storage	1	wks	\$ 1,077	\$1,077
064100	Cabinet Backing & Blocking	176	lf	\$ 12.91	\$2,271
Div 7	Thermal and Moisture Protection				\$496,522
	Waterproofing and Damproofing	1485	ls	\$ 21.40	\$31,785
071000	Foundation Waterproofing and Damproofing	1	ls	\$ 31,785	\$31,785
	WRB	8453	ls	\$ 4.00	\$33,771
071500	Main Building WRB - New Building	1	ls	\$ 33,771	\$33,771
	Insulation	18833	sf	\$ 1.36	\$25,618
072100	Interior Batt and Rigid Insulation	1	LS	\$ 25,618	\$25,618
	Roofing	13185	sf	\$ 12.84	\$169,239
074000	TPO Roofing	1	sf	\$ 168,162	\$168,162
015600	Material Coordination & Storage	1	wks	\$ 1,077	\$1,077
	Flashing and Sheetmetal	13185	sf	\$ 13.69	\$180,542
076000	Sheet Metal and Metal Siding	1	ls	\$ 176,510	\$176,510
076000	Flashing at expansion joint	192	sf	\$ 21.00	\$4,032
	Roof Accessories	1	ls	\$ 3,469	\$3,469
077000	Roof Hatch	1	ls	\$ 3,469	\$3,469
	Expansion Joints and Caulking	2164	sf	\$ 24.07	\$52,098
079200	Caulking & Sealants	1	ls	\$ 10,688	\$10,688

Phase	Item	Quantity	Unit	Unit Price	Grand Total
079200	Expansion Joint	1	ls	\$ 41,410	\$41,410
Div 8	Doors and Windows				\$305,227
	Door Frames and Metal Doors	31	ea	\$ 685	\$21,237
081000	Hollow Metal Doors & Frames	1	ls	\$ 20,160	\$20,160
015600	Material Coordination & Storage	1	wks	\$ 1,077	\$1,077
	Wood Doors	38	sf	\$ 452	\$17,160
081000	Wood Doors	1	ls	\$ 17,160	\$17,160
	Security Coiling Doors	1	ls	\$ 16,445	\$16,445
083300	Coiling Doors	1	ls	\$ 16,445	\$16,445
	Access Doors	15633	sf	\$ 0.10	\$1,500
083500	Access Doors (allowance)	1	ls	\$ 1,500	\$1,500
	Storefront Windows and Doors	1316	sf	\$ 129	\$169,647
084000	Storefront Windows and Doors	1	ls	\$ 168,570	\$168,570
015600	Material Coordination & Storage	1	wks	\$ 1,077	\$1,077
	Skylights	6	ea	\$ 1,771	\$10,626
086000	Skylight	1	ls	\$ 8,037	\$8,037
086000	Opening protection	6	ea	\$ 431	\$2,589
	Door Hardware	15633	sf	\$ 4.28	\$66,868
081000	Metal and Wood Door Hardware	1	ls	\$ 18,899	\$18,899
081000	Storefront Door Hardware	1	ls	\$ 18,409	\$18,409
081000	Doors, Frames, and Hardware Install	1	ls	\$ 29,560	\$29,560
	Window Tinting	15633	sf	\$ 0.11	\$1,744
088000	Window Tinting	1	ls	\$ 1,744	\$1,744
Div 9	Finishes				\$425,030
	Drywall and Finish	11245	sf	\$ 14.93	\$167,892
092000	Drywall and Finish Package	1	ls	\$ 140,234	\$140,234
015600	Material Coordination & Storage	2	wks	\$ 1,077	\$2,154
092000	Dry-out Heat	15633	sf	\$ 1.63	\$25,505
	Tile and Interior Stone	1588	sf	\$ 17.70	\$28,111
093000	Ceramic Tile	1	ls	\$ 24,873	\$24,873
015600	Material Coordination & Storage	0.5	wks	\$ 1,077	\$538
093000	Existing floor preparation (allowance)	1	ls	\$ 2,700	\$2,700
	Acoustical Ceilings	14848	sf	\$ 5.51	\$81,780
092000	Acoustical Ceilings	1	ls	\$ 81,780	\$81,780
	Resilient Flooring	1865	sf	\$ 24.28	\$45,287
096500	LVT - 1	1	ls	\$ 25,258	\$25,258
096500	Rubber Base - 1	1	ls	\$ 6,144	\$6,144
096500	Floor Protection	15633	sf	\$ 0.89	\$13,885
	Carpet and Walk-off Mat	9929	sf	\$ 3.92	\$38,882
096800	Carpet Tile	1	ls	\$ 38,882	\$38,882
	Painting	11245	sf	\$ 5.61	\$63,077
099000	Painting	1	ls	\$ 59,997	\$59,997
099000	Painting - Exterior Siding (Allowance)	1100	sf	\$ 2.80	\$3,080
Div 10	Specialties				\$117,678
	Marker and Tack Boards	305	sf	\$ 35.29	\$10,762
101150	Tack Boards (allowance)	405	sf	\$ 26.57	\$10,762
	Flag Pole	1	ea	\$ 11,935	\$11,935
103000	Flag Pole Supply	1	ls	\$ 4,054	\$4,054
103000	Flag Pole Install	1	ls	\$ 7,250	\$7,250
103000	Deferred Submittal Permit Cost	1	ls	\$ 631	\$631
	Signage	1	ls	\$ 31,649	\$31,649
104300	Interior and Exterior Signage	1	ls	\$ 31,649	\$31,649
	Wall and Corner Guards	21	sf	\$ 482	\$10,132
104500	Wall Paneling (Allowance) - Scope Unclear	232	sf	\$ 24.15	\$5,602
104500	Corner Guards	21	ls	\$ 216	\$4,530
	Lockers	30	ea	\$ 451	\$13,528
105000	Lockers - Supply and Install	1	ls	\$ 12,990	\$12,990

Phase	Item	Quantity	Unit	Unit Price	Grand Total
015600	Material Coordination & Storage	0.5	wks	\$ 1,077	\$538
	Fire Extinguishers and Cabinets	4	ea	\$ 361	\$1,446
105500	Fire Extinguishers & Cabinets	4	ea	\$ 361	\$1,446
	Toilet Partitions	5	ea	\$ 747	\$3,737
106000	Toilet Partitions	1	ls	\$ 3,737	\$3,737
	Operable Partitions	504	sf	\$ 42.96	\$21,653
106500	Operable Partition - 44'Lx12'H	1	ls	\$ 21,115	\$21,115
015600	Material Coordination & Storage	0.5	wks	\$ 1,077	\$538
	Toilet Accessories	1	ls	\$ 12,834	\$12,834
108100	Toilet Accessories	1	ls	\$ 6,696	\$6,696
108100	Grab Bar--Straight	12	ea	\$ 80.73	\$969
108100	Toilet Paper Holder	10	ea	\$ 80.73	\$807
108100	Sanitary Napkin Vendor	10	ea	\$ 80.73	\$807
108100	Sanitary Napkin Disposal	5	ea	\$ 80.73	\$404
108100	Paper Towel Dispenser	4	ea	\$ 80.73	\$323
108100	Toilet Seat Cover	5	ea	\$ 80.73	\$404
108100	Soap Dispenser	5	ea	\$ 17.43	\$87
108100	Mirrors	8	ea	\$ 80.73	\$646
108100	Changing Table	1	ea	\$ 80.73	\$81
108100	Mop Holder	2	ea	\$ 47.87	\$96
108100	Bench	3	ea	\$ 278	\$834
108100	Grab Bar	3	ea	\$ 146	\$439
108100	Soap Dispenser	3	ea	\$ 80.73	\$242
	Appliances Excluded				\$0
Div 12	Furnishings				\$22,595
	Window Shades - Manual	1219	sf	\$ 18.54	\$22,595
124900	Window Coverings	1	ls	\$ 22,595	\$22,595
Div 21-23	Mechanical Systems				\$634,493
	Fire Protection	9479	sf	\$ 10.05	\$95,224
210000	Fire Sprinkler System	1	ls	\$ 84,440	\$84,440
210000	Sprinkler Under Entry Canopy (allowance)	1	ls	\$ 10,000	\$10,000
210000	Deferred Submittals Processing	1	ls	\$ 784	\$784
	Plumbing	15633	sf	\$ 13.29	\$207,728
220000	Plumbing	1	ls	\$ 204,790	\$204,790
220000	Water Storage Tank (excluded)				\$0
210000	Deferred Submittals Processing	1	ls	\$ 784	\$784
015600	Material Coordination & Storage	2	wks	\$ 1,077	\$2,154
	HVAC	15633	sf	\$ 21.21	\$331,541
230000	HVAC	1	ls	\$ 323,803	\$323,803
220000	Selective BIM modeling and clash detection	40	hrs	\$ 120	\$4,800
210000	Deferred Submittals Processing	1	ls	\$ 784	\$784
015600	Material Coordination & Storage	2	wks	\$ 1,077	\$2,154
Div 26-28	Electrical Systems				\$623,725
	Building Electrical Wiring	15633	sf	\$ 25.62	\$400,508
261000	Building Electrical Wiring	1	ls	\$ 398,647	\$398,647
015600	Material Coordination & Storage	1	wks	\$ 1,077	\$1,077
210000	Deferred Submittals Processing	1	ls	\$ 784	\$784
	Low Voltage Systems	15633	sf	\$ 12.09	\$189,044
281000	Fire Alarm	1	ls	\$ 32,864	\$32,864
282000	Access Control & Security Systems	1	ls	\$ 14,332	\$14,332
283000	Low Voltage Systems	1	ls	\$ 97,811	\$97,811
284000	Sound & Video Systems -- Install	1	ls	\$ 2,701	\$2,701
289000	Move Server Room (Excluded)	1	ls		\$0
289000	DAS System	1	ls	\$ 41,336	\$41,336
	Temporary Construction Electrical & Lighting	15633	sf	\$ 2.19	\$34,173
285000	Temporary Electrical Set-Up, maintenance, & Rental	11	mo	\$ 1,546	\$17,004

Phase	Item	Quantity	Unit	Unit Price	Grand Total
285000	Temporary Lighting Set-Up, maintenance, & Rental	11	mo	\$ 1,486	\$16,344
285000	Utility Company Monthly Charges	11	mo	\$ 75.00	\$825
Div 31-33	Sitework and Utilities				\$431,433
	Earthwork and Utilities	17080	sf	\$ 17.73	\$302,745
312300	Earthwork and Utilities	1	ls	\$ 252,067	\$252,067
312300	Demolish Shed (Allowance)	1	ls	\$ 16,073	\$16,073
312300	Video and Flush System (Allowance)	1	ls	\$ 2,700	\$2,700
312300	Decommission Drywell (Allowance)	1	ea	\$ 3,500	\$3,500
312300	Private Locates (allowance)	1	ls	\$ 1,500	\$1,500
312300	Existing Tree Protection	444	lf	\$ 4.11	\$1,824
010500	Survey	1	ls	\$ 9,592	\$9,592
010470	Building Layout	15633	sf	\$ 0.42	\$6,538
010470	Site Layout	79992	sf	\$ 0.09	\$7,089
210000	Deferred Submittals Processing	1	ls	\$ 784	\$784
015600	Material Coordination & Storage	1	wks	\$ 1,077	\$1,077
	Asphalt Paving and Striping	4356	sf	\$ 4.47	\$19,479
321000	Asphalt Patching at Utility Trenches	1	ls	\$ 14,720	\$14,720
321050	Pavement Striping	1	ls	\$ 4,759	\$4,759
	Site Concrete	3310	sf	\$ 12.06	\$39,927
321500	Site Concrete	1	ls	\$ 37,370	\$37,370
321500	Green Screen Footings	1	ls	\$ 2,557	\$2,557
	Site Furnishings	79992	sf	\$ 0.15	\$12,177
322000	Driveway Fences & Gates (allowance)	70	lf	\$ 70.00	\$4,900
322000	Personnel Fences & Gates Panic Hardware (allowance)	1	ls	\$ 3,200	\$3,200
322000	Benches (allowance)	2	ea	\$ 1,500	\$3,000
015600	Material Coordination & Storage	1	wks	\$ 1,077	\$1,077
	Landscaping and Irrigation	79992	sf	\$ 0.71	\$57,105
329000	Landscape & Irrigation	1	ls	\$ 52,654	\$52,654
329000	Green Screen	1	ls	\$ 2,451	\$2,451
329000	Maintenance Program (excluded)				\$0
210000	Deferred Submittals (Vegetation Screen and Footings)	1	ls	\$ 2,000	\$2,000
Div 49	Other				\$324,158
	Safety Plan	0.18%			\$9,150
490000	Safety & Pick Plans	0.18%			\$9,150
	City of Tualatin - Temporary Offices	8	mo	\$ 6,876	\$55,008
015900	(3) Office Trailer w/ restroom- 10 x 44	8	mo	\$ 1,809	\$14,472
015900	Set up and Take down	1	ls	\$ 2,730	\$2,730
015900	(1) Meeting Room Trailer	8	mo	\$ 593	\$4,744
015900	ADA Ramp and Deck	1000	sf	\$ 10.66	\$10,657
015900	Temporary Power	8	mo	\$ 1,707	\$13,655
492000	Restroom Maintenance	35	wks	\$ 250	\$8,750
	Permitting Comments Contingency	1.00	%		\$10,000
492000	Permitting Comments Contingency	1.00	ls	\$ 10,000	\$10,000
	Contractor's Contingency	1.00	%		\$250,000
495000	Contractor's Construction Contingency (set at GMP)	1.00	ls	\$ 250,000	\$250,000

\$5,497,470

Overhead & Mark-up 4.45 % \$244,637

Subtotal **\$5,742,107**

010150 Liability Insurance 1.25 % \$71,776

Subtotal **\$5,813,884**

010200 Arts Tax % (Not Included) 0.00 % \$0



Project: Tualatin Services Center
 Estimate: GMP Estimate
 Estimate Date: 3/2/2020

Phase	Item	Quantity	Unit	Unit Price	Grand Total
	Subtotal				\$5,813,884
	Commercial Activity Tax % (allowance)		0.40 %		\$23,256
	Subtotal				\$5,837,139
		0	0.00 %		\$0
	Subtotal				\$5,837,139
	Performance & Payment Bond				
010100	First \$500,000		0.00745		\$3,725
010100	\$500,000-\$2,500,000		0.00745		\$14,900
010100	\$2,500,000-\$5,000,000		0.00615		\$15,375
010100	\$5,000,000-\$7,500,000		0.00595		\$4,981
010100	over \$7,500,000		0.0057		\$0
GRAND TOTAL					\$5,876,120

*** See Attached Exclusions & Clarifications

City of Tualatin

Tualatin Services Center

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit H – Proof of Bond and Insurance

BREMIK

CONSTRUCTION

1026 SE Stark St. | Portland, OR 97214 | P 503.688.1000 | F 503.688.1005 | www.bremik.com

Tualatin Service Center

EXHIBIT H – CONTRACTOR INSURANCE

Title	Date	
Certificate of Insurance	3/2/2020	
AIA Document A312 - 2010 - Performance Bond	3/3/2020	

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Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.



Contractors' General Liability Extension Endorsement

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or



Contractors' General Liability Extension Endorsement

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

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

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,



Contractors' General Liability Extension Endorsement

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:



Contractors' General Liability Extension Endorsement

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal



Contractors' General Liability Extension Endorsement

representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.



Contractors' General Liability Extension Endorsement

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement



Contractors' General Liability Extension Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.



Contractors' General Liability Extension Endorsement

- the **Named Insured's volunteer workers** are **Insureds** with respect to:
 - (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
 - (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

- j. **Damage to Property**



Contractors' General Liability Extension Endorsement

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:



Contractors' General Liability Extension Endorsement

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

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



Contractors' General Liability Extension Endorsement

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.



Contractors' General Liability Extension Endorsement

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.



Contractors' General Liability Extension Endorsement

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:



Contractors' General Liability Extension Endorsement

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy No:
Endorsement No:
Effective Date:

Insured Name:

BUSINESS AUTO 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 the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 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.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. 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
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for 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.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. 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".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired 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 indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

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

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or 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.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

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

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

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

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a.** \$60 per day, in lieu of \$20; subject to
- b.** \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a.** \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

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

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

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

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
 - (a) any part of **damages** to which **underlying insurance** applies; or
 - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
 - (1) the availability of **underlying insurance**; or
 - (2) the exhaustion of the applicable **underlying limits**;
 - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
 - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
 - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

Bodily injury or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

- 1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
 - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
 - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
- 2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;



2. such **crisis management expenses** are incurred within 180 days after the **crisis management event** and reported to the Insurer as soon as reasonably practicable; and,
3. such **crisis management expenses** are approved in advance by the Insurer.

The period of time for which the Insurer will pay **crisis management expenses** will not be limited by the expiration of the **policy period**.

D. Coverage D – Key Employee

The Insurer will reimburse the **Named Insured** for **key employee replacement expenses** due to the **Named Insured's** permanent loss of the services of a **key employee** provided that:

1. the **Named Insured** would not have incurred such **key employee replacement expenses** if the **Named Insured** had not lost the services of the **key employee**;
2. such **key employee replacement expenses** are incurred by the **Named Insured** within 180 days of the **covered accident** and reported to the Insurer as soon as reasonably practicable;
3. such loss of service is caused by a **covered accident**;
4. the **covered accident** occurs during the **policy period**; and
5. a replacement for such **key employee** is hired within 180 days after the **covered accident**.

The period of time for which the Insurer will pay **key employee replacement expenses** will not be limited by the expiration of the **policy period**.

II. DEFENSE COSTS PAYMENT AND RELATED DUTIES

- A. The Insurer has the right and duty to defend any **suit**, and the right to assume control of the investigation and settlement of any **claim**, against the **Insured**, as follows:
1. with respect to the **Coverage A - Excess Follow Form Liability**, upon exhaustion through payment in legal currency of the full amount of the applicable **underlying limits** over which **Coverage A** applies.
 2. with respect to the **Coverage B - Umbrella Liability**, upon receipt by the Insurer of a **claim** to which Coverage B applies.

When the Insurer has the duty to defend any **suit** and the right to investigate any **claim** but is prevented by law from doing so, the **Insured** will undertake such defense and investigation, and the Insurer will reimburse the **Insured** for the **defense costs**.

The Insurer's obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** does not apply if any other insurer has a duty to defend. Further, any obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** ceases upon exhaustion of the applicable limits of insurance of this Policy.

- B. The Insurer may, at the Insurer's sole discretion and at the Insurer's own cost, elect to participate in the investigation, settlement or defense of any **claim** against any of the **Insureds** for matters covered by this Policy even if the applicable **underlying limit** has not been exhausted.
- C. The Insurer will pay **defense costs** as follows:
- 1 with respect to the **Coverage A - Excess Follow Form Liability**, **defense costs** are paid within or excess of the limits of insurance as set forth in the applicable **underlying insurance**.
 2. with respect to the **Coverage B - Umbrella Liability**, **defense costs** are paid in excess of and do not erode the limits of insurance or the **retained amount**.
- D Where the Insurer investigates a **claim** or defends a **suit**, the Insurer will do so even if the allegations of a **claim** are groundless, false, or fraudulent. If Insurer investigates a **claim** or defends a **suit**, Insurer will



do so only until the Insurer:

1. makes payment of; or
2. offers to pay; or
3. deposits in court

that part of a judgment up to but not exceeding the Insurer's applicable limits of insurance.

- E. No **Insured** shall admit liability, consent to any judgment, agree to any settlement or make any settlement offer which is reasonably likely to involve this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld. The **Insureds** agree that they shall not knowingly take any action that increases the Insurer's exposure for **damages** or **defense costs** under this Policy.

III. EXCLUSIONS

A. Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability Exclusions

With respect to both the **Coverage A- Excess Follow Form Liability** and **Coverage B -Umbrella Liability**, this Insurance does not apply to:

1. Access to or Disclosure of Confidential or Personal Information and Data-Related Liability

any actual or alleged **damages** arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in paragraph **a.** or **b.** above.

However, unless paragraph **a.** above applies, this exclusion does not apply to **bodily injury** to the extent that such liability is covered by **underlying insurance**.

2. Asbestos

- a. any actual or alleged liability arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
- b. any actual or alleged loss, cost or expense that may be awarded or incurred:
 - i. by reason of a **claim** for any such injury or damage; or
 - ii. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

3. Damage to Impaired Property or Property not Physically Injured

any actual or alleged **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- a. a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by the **Named Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

4. Damage to Premises Rented or Occupied by the Named Insured

any actual or alleged **property damage** to premises rented to the **Named Insured** or in the case of damage by fire, while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner.

5. Distribution or Recording of Material or Information in Violation of Laws

any actual or alleged liability arising directly or indirectly out of any actual or alleged:

- a. violation of:
 - i. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - ii. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - iii. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - iv. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- b. conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

6. Employment Related Practices

any actual or alleged **bodily injury** or **personal and advertising injury** to:

- a. a person arising out of any actual or alleged:
 - i. refusal to employ that person;
 - ii. termination of that person's employment;
 - iii. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. the **spouse**, child, parent, brother or sister of that person as a consequence of such **bodily injury** or **personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs a. i., ii., or iii. above is directed.

This exclusion applies:

- a. whether the injury-causing event described in paragraphs a. i., ii., or iii. above occurs before employment, during employment or after employment of that person;
- b. whether the **Insured** may be liable as an employer or in any other capacity; and
- c. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to **bodily injury** a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job to the extent that

such liability is covered by **underlying insurance**.

7. ERISA

any actual or alleged liability arising out of any actual or alleged obligation of any **Insured** under the Employees Retirement Income Security Act of 1974 or any similar common or statutory law anywhere in the world including any amendments or additions thereto.

8. Nuclear Energy Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury**:

- a. with respect to which an **Insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - ii. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. resulting from **hazardous properties of nuclear material**, if:
 - i. the **nuclear material**:
 - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **Insured** or
 - (b) has been discharged or dispersed therefrom;
 - ii. the **nuclear material** is contained in **spent fuel or nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**;
or
 - iii. the **bodily injury, property damage or personal and advertising injury** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to **property damage** to such **nuclear facility** and any property thereat.
- d. Under any Medical Payments coverage, to expenses with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

Solely as used in this exclusion:

- (a) **property damage** includes all forms of radioactive contamination of property;
- (b) **hazardous properties** includes but is not limited to radioactive, toxic or explosive properties;
- (c) source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (d) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.



9. Recall of Products, Work or Impaired Property

any actual or alleged loss, cost or expense incurred by the **Named Insured** or any person or entity, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work or impaired property**, if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

10. Unfair Competition/Antitrust Claims/RICO Claims

any actual or alleged liability arising out of any:

- a. unfair competition, dilution, deceptive trade practices, or civil actions for consumer fraud;
- b. charges of price fixing, monopolization or restraint of trade; or
- c. any violation of:
 - i. the Federal Trade Commission Act;
 - ii. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
 - iii. the Racketeer Influenced and Corrupt Organizations Act;
 - iv. any rules or regulations promulgated under or in connection with the above statutes; or
 - v. any state, federal or local statute or other law which similarly regulates business practices.

11. Uninsured/Underinsured Motorists

any actual or alleged liability arising out of any obligations under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

12. War

any actual or alleged liability arising, directly or indirectly out of any:

- a. war, including undeclared or civil war;
- b. 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
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Workers' Compensation and Similar Laws /Nonsubscriber Status

any actual or alleged liability arising out of any obligation of any **Insured**:

- a. under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- b. by reason of a statement of non-subscription on file with any applicable Worker's Compensation authority of any State indicating the **Named Insured** has chosen not to participate in the Workers Compensation system in accordance with laws of such state.

B. Coverage A - Excess Follow Form Liability Exclusions

With respect to **Coverage A - Excess Follow Form Liability**, this Insurance does not apply to:

1. Coverages Subject to a Sub Limit

any actual or alleged liability, loss, cost or expense covered under any **underlying insurance** which is



subject to a **sub limit**.

2. Crisis Management Expenses

crisis management expenses except as provided for in **Coverage C** above even if such insurance is afforded under **underlying insurance** or would have been afforded but for the exhaustion of the **underlying limits**.

3. Pollution

- a. any actual or alleged **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured** except that this subparagraph does not apply to:
 - (a) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
 - (b) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - ii. at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - iii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Named Insured** may be legally responsible; or
 - iv. at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
 - (a) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; except that this subparagraph does not apply to **bodily injury** or **property damage** arising out of:
 - (1) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor; or
 - (2) heat, smoke or fumes from a **hostile fire**; or
 - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
 - v. that are, or that are contained in property that is:
 - (a) being transported or towed by, or handled for movement into, onto or from a covered **auto**;
 - (b) otherwise in the course of transit; or



- (c) being stored, disposed of, treated or processed in or upon the covered **auto** except that this subparagraph does not apply to fuels, lubricants, fluids, exhaust, gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts if the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**;
- vi. before the **pollutants** or property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**;
or
- vii. after the **pollutants** or property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Subparagraphs **vi.** and **vii.** do not apply if the **pollutants** or property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** and the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

- b. any actual or alleged **personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- c. any actual or alleged loss, cost or expense arising out of any:
 - i. request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - ii. **claim** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph **a.** of this exclusion, then neither will paragraph **c.** above serve to exclude such **damages**.

C. Coverage B - Umbrella Liability Exclusions

With respect to the **Coverage B - Umbrella Liability**, this Insurance does not apply to:

1. Aircraft, Auto, Watercraft or Mobile Equipment

any actual or alleged **bodily injury, property damage, personal and advertising injury** arising out of the ownership, maintenance, operation, use, **loading or unloading** or entrustment to others of any:

- a. **aircraft** owned by any **Insured** or rented, loaned or chartered by or on behalf of any **Insured** without crew; or
- b. **autos, watercraft or mobile equipment**

This exclusion applies even if such **claim** against an **Insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

This exclusion does not apply to:

- i. watercraft while ashore on premises the **Named Insured** owns or rents;
- ii. watercraft the **Named Insured** does not own that is:
 - (a) less than 55 feet long; and
 - (b) not being used to carry persons or property for a charge; or



- iii. liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft.
- 2. Contractual Liability**
- any actual or alleged **bodily injury, property damage or personal and advertising injury** for which an **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement other than an **insured contract**. This exclusion does not apply to liability that the **Insured** would have in the absence of such contract or agreement.
- 3. Damage to Property**
- any actual or alleged **property damage** to:
- a. property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Named Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
 - b. premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
 - c. property loaned to the **Named Insured**;
 - d. personal property in the care, custody or control of the **Insured**;
 - e. that particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on its behalf are performing operations, if the **property damage** arises out of those operations; or
 - f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.
- Paragraph **b.** of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by the **Named Insured**.
- Paragraphs **c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.
- Paragraph **f.** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.
- 4. Damage to Your product**
- any actual or alleged **property damage** to **your product** arising out of it or any part of it.
- 5. Damage to Your work**
- any actual or alleged **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor.
- 6. Employee Injury**
- any actual or alleged **bodily injury** or **personal and advertising injury** to:
- a. an **employee** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** business; or
 - b. the **spouse**, child, parent, brother or sister of that **employee** as a consequence of **a.** above.



This exclusion applies:

- i. whether an **Insured** may be liable as an employer or in any other capacity; and
- ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **insured contract**.

7. Expected or Intended injury

any actual or alleged **bodily injury** or **property damage** arising out of an act or omission:

- a. intended by an **Insured**; or
- b. that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. Fungi or Other Organic Pathogens

- a. any actual or alleged **bodily injury**, **property damage** or **personal and advertising injury** arising out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**;
- b. any actual or alleged loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi or other organic pathogens** by any **Insured** or by anyone else; or
- c. any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

9. Liquor Liability

any actual or alleged **bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on the **Insured's** premises, for consumption on the **Insured's** premises;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any **Insured** allege negligence or other wrongdoing in:

- i. the supervision, hiring, employment, training or monitoring of others by that **Insured**; or

- ii. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol,

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in paragraph **a.**, **b.** or **c.** above.

10. Nonemployment Related Discrimination

any actual or alleged personal and advertising injury arising out of any actual or alleged nonemployment related discrimination committed intentionally against a person.

11. Personal and Advertising Injury

any actual or alleged **personal and advertising injury**:

a. Breach of Contract

arising out of breach of contract, except an implied contract to use another's advertising idea in the **Named Insured's advertisement**.

b. Criminal Acts or Conduct

arising out of any actual or alleged criminal act or omission committed by or at the direction of any **Insured**. This exclusion does not apply to the extent liability is imposed upon the **Insured** for acts or omissions of another committed without the knowledge or consent of the **Insured**.

c. Electronic Chat Rooms or Bulletin Boards

arising out of an electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

d. Infringement of Copyright, Patent, Trademark or Trade Secret

arising out of infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in the **Named Insured's advertisement**. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in the **Named Insured's advertisement**.

e. Insureds in Media and Internet Type Businesses

committed by an **Insured** whose business is:

- i. advertising, broadcasting, publishing or telecasting;
- ii. designing or determining content or web-sites for others; or
- iii. an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph **A.**, **B.** or **C.** of **personal and advertising injury** as defined in the section entitled Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Named Insured** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

f. Knowing Violation of Rights of Another

caused by an actual or alleged offense, act or omission by or at the direction of the **Insured** if the **Insured** knew or should have known that such offense, act or omission would cause such **personal and advertising injury**.



g. Material Published Prior To Policy Period

arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

h. Material Published with Knowledge of Falsity

arising out of written publication in any manner of material, if the **Insured** knew or should have known the material was false.

i. Quality or Performance of Goods – Failure to Conform to Statements

arising out of any failure of goods, products or services to conform to any statement of quality or performance made in the **Named Insured's advertisement**.

j. Unauthorized Use of Another's Name or Product

arising out of unauthorized use of another's name or product in the **Named Insured's** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

k. Wrong Description of Prices

arising out of the wrong description of the price of goods, products or services stated in the **Named Insured's advertisement**.

12. Pollution

a any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

b. any actual or alleged loss, cost or expense arising out of any:

i. request, demand, order, or statutory or regulatory requirement that anyone test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or

ii. **claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

13. Silica

a. any actual or alleged **bodily injury** arising, in whole or in part, out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or

b. any actual or alleged **property damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.

c. any actual or alleged **personal and advertising injury** arising, in whole or in part, out of the actual, alleged or threatened:

i. exposure at any time to; or

ii. presence at any time of;

silica.

14. Terrorism

any actual or alleged **bodily Injury, property damage or personal and advertising injury** arising out of any act of terrorism.



D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. 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
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
 - i. find a permanent replacement for the **key employee**; and
 - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

B. With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:
 - a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
 - b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.



- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
- d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's executive officers** and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
- e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.

2. Each of the following are also **Insureds**:

- a. The **Named Insured's volunteer workers** but only while performing duties related to the conduct of the **Named Insured's** business.
- b. The **Named Insured's employees**, other than either the **Named Insured's executive officers** (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these **employees** or **volunteer workers** are **Insureds** for:

i. **bodily injury or personal and advertising injury:**

- (a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other **volunteer workers** while performing duties related to the conduct of the **Named Insured's** business;
- (b) to the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of paragraph (i)(a) above;
- (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
- (d) arising out of his or her providing or failing to provide professional health care services.

ii. **property damage** to property:

- (a) owned, occupied or used by;
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the **Named Insured**, any of the **Named Insured's employees, volunteer workers**, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

- C. With respect to the **Coverage C - Crisis Event Management** and the **Coverage D - Key Employee**, the **Named Insured** is the **Insured**.

V. LIMITS OF INSURANCE

A. Multiple Insureds, claims, claimants

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the

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Insurer will pay regardless of the number of:

1. **Insureds**;
2. **claims** made or brought against the **Insured**;
3. persons or organizations making **claims** or bringing **claims**; and
4. coverages under this Policy.

B. Aggregate Limit

Subject to the paragraphs **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate limit is the most that the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for:

1. **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated; and
2. **damages** covered under the **products-completed operations hazard**.

The limits of insurance shown in the Declarations of this Policy apply to the entire **policy period**, regardless of length.

In addition, with respect to **Coverage A – Excess Follow Form Liability** only, the Aggregate limit shown in the Declarations of this Policy shall be applied in the same manner as the applicable Aggregate limits in the Schedule of **underlying insurance**.

C. Aggregate Products-Completed Operations Hazard

Subject to paragraph **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate Products-Completed Operations Hazard limit is the most that the Insurer will pay as **damages** arising out of the **products-completed operations hazard**, regardless of whether such **damages** are or otherwise would be covered in any way under more than one coverage.

D. Policy Aggregate Limit

This provision **D.** only applies if an amount is shown in the Declarations as the Policy Aggregate Limit.

Subject to the Each **Incident** limit, Aggregate limit and Aggregate **products-completed operations hazard** limit, the Policy Aggregate limit is the most the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated.

E. Each Incident

Subject to paragraphs **B.**, **C.** and **D.** above, the limit of insurance shown in the Declarations of this Policy as the Each **Incident** limit is the most the Insurer will pay for the sum of all **damages** arising out of any one **incident** under this Policy, regardless of which coverage applies.

F. Crisis Management

Solely with respect to **Coverage C – Crisis Management Expenses**, the most the Insurer will pay is the limit of insurance shown on the Declarations of this Policy as the **Crisis Management Expenses** Aggregate limit, regardless of the number **crisis management events** for which **crisis management expenses** are incurred. **Crisis management expenses** are not subject to the **retained amount**.

The **Crisis Management Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Crisis Management Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

G. Key Employee Replacement Expenses

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Solely with respect to **Coverage D – Key Employee**, the most the Insurer will pay for **key employee replacement expenses** is the **Key Employee** Aggregate limit shown on the Declarations of this Policy, regardless of the number **key employees** for which **key employee replacement expenses** are incurred. **Key employee replacement expenses** are not subject to the **retained amount**.

The **Key Employee Replacement Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Key Employee Replacement Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

H. Defense Costs

Defense costs are either paid within or are in excess of the limits of insurance as set forth in paragraph **C.** of the section entitled **Defense Costs Payment and Related Duties**.

I. Exhaustion or Reduction of Applicable Underlying Limit

Solely with respect to **Coverage A - Excess Follow Form Liability**, if the applicable **underlying limits** are:

1. reduced solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) **Coverage A** will apply in excess of the remaining amount of such applicable **underlying limit**; or
2. exhausted, solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) then **Coverage A** will apply, subject to this Policy's limit of insurance provision and to the remaining terms and provisions and conditions of this Policy in place of such exhausted applicable **underlying limit**.

If any loss covered under any **underlying insurance** is subject to a **sub-limit** (whether or not such **sub-limit** erodes the limits generally available to all claims), then the **underlying limits** shall not be deemed depleted by payment of any such **sub-limits**.

Nothing herein shall serve to increase the limits of insurance shown in the Declarations of this Policy.

VI. CONDITIONS

A. Appeals

If the **Named Insured** or its **underlying insurers** elect not to appeal a judgment in excess of the limits of insurance afforded by the **underlying insurance** the Insurer may elect to appeal at the Insurer's expense. The Insurer's limits of insurance shall not be increased because of such appeal. However, the Insurer will pay the following costs and expenses:

1. all premium bonds to release attachments for an amount not in excess of the applicable limit of insurance of this policy;
2. all premiums on appeal bonds required in such defended **claims**, but without obligation to apply for or furnish such bonds;
3. court fees; and
4. costs and expenses taxed against the **Named Insured** by the appellate court and interest accruing after entry of a judgment against the **Named Insured** and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance of this Policy. Where the **underlying insurers** terminate their liability to pay interest on the judgment by an offer to pay their limits, the **Named Insured** shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such **underlying insurer**.

B. Cancellation and Nonrenewal

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The Cancellation/Nonrenewal provisions are as set forth in the Cancellation/Nonrenewal Endorsement attached to this Policy.

C. Changes to the Policy

Notice to any of the Insurer's agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy, nor will such notice prevent the Insurer from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued by the Insurer to form a part of this Policy.

D. Concealment, Misrepresentation and Fraud

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by the Insurer would have led to refusal by the Insurer to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions, will be deemed material.

E. Duties of the First Named Insured on the Declarations of this Policy

The **First Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this Policy with the consent of the Insurer;
2. the payee of any premiums the Insurer refunds;
3. responsible for:
 - a. remitting the payment of all premiums due, but all **Named Insureds** jointly and severally agree to make such payments in full if the **First Named Insured** fails to pay the amount due within 10 days after the Insurer give written notice or demand;
 - b. keeping records of the information the Insurer requires for premium computation, and sending copies of such records at such times as requested by the Insurer;
 - c. notifying the Insurer that the **First Named Insured** on behalf of all others wants to cancel this Policy; and
 - d. providing any notice required under this Policy.

F. Economic and Trade Sanctions

This Policy does not provide coverage for an **Insured**, transaction or that part of loss that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

G. Entire Contract

By acceptance of this Policy, the **Insureds** agree that this Policy, including all endorsements to this Policy, constitute the entire contract existing between the parties relating to this insurance.

H. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such provided however that this sentence does not apply to the spouse of:

1. a sole proprietorship **Named Insured**; or



- members or partners of joint venture or partnership **Named Insureds**.

Examination of the **Named Insured's Books and Records**

The Insurer may examine and audit the **Named Insured's** books and records as they relate to this Policy at any time during the **policy period** and up to 3 years afterward.

J. **Financial Impairment**

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of the **Named Insured** or an **underlying insurer** shall neither relieve nor increase any of the Insurer's obligations under this Policy.

In the event there is diminished recovery or no recovery available to the **Named Insured** as a result of financial impairment of an **underlying insurer**, the coverage under this Policy shall apply only in excess of the **underlying limits**. Under no circumstances shall the Insurer be required to drop down and replace the **underlying limits**, or assume the obligations of the **Named Insured** or the financially impaired insurer.

K. **Headings**

The description in the headings and subheadings of this Policy is solely for convenience, and forms no part of the terms and conditions of coverage.

L. **Inspections and Surveys**

The Insurer has the right but is not obligated to:

- make inspections and surveys at any time;
- give the **Named Insured** reports on the conditions it finds;
- recommend changes; or
- conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

The Insurer does not:

- make safety inspections;
- undertake to perform the duty of any organization to provide for the health or safety of workers or the public; nor
- warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This provision applies not only to the Insurer, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, recommendations, reports, or gives loss control or prevention advice, on its behalf.

M. **Legal Action Limitation**

No person or organization has a right under this Policy:

- to join the Insurer as a party or otherwise bring the Insurer into a **suit** asking for **damages** from an **Insured**; or
- to sue Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **Insured**; but the Insurer will not be liable for **damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by the Insurer, the **Insured** and the claimant or the claimant's legal representative.



N. Maintenance of Underlying Insurance

Solely with respect to **Coverage A - Excess Follow Form Liability**, while this Policy is in force the **First Named Insured** agrees that the **underlying insurance** and renewals and replacements thereof shall be maintained, without alterations of terms or conditions, in full effect during the term of this Policy; except for reduction or exhaustion of the limits of insurance in the **underlying insurance**, provided that such reduction or exhaustion is solely the result of **incidents** covered under this Policy.

If the **First Named Insured** fails to maintain **underlying insurance**, this condition shall not invalidate this Policy. However, in the event of such failure, the Insurer will only be liable to the same extent as if such **underlying insurance** was in full force and effect without alteration of its terms and conditions.

O. Notice of Claims/Crisis Management Event/Covered Accident

1. Solely with respect to **Coverage A - Excess Follow Form Liability**, if any **underlying insurance** is a policy issued by the Insurer or any of its affiliates, then notice of any **claim** under such **underlying insurance** is notice to the Insurer under this Policy.
2. It is a condition precedent to coverage under this Policy that:
 - a. subject to paragraph **b.** below, the **Insured** notify the Insurer as soon as practicable of an **incident** which an **Insured** believes may result in a **claim**. To the extent possible, notice should include:
 - i. how, when and where the **incident** took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the **incident**.
 - b. the **Insured** notify the Insurer as soon as practicable of an **incident** if it involves:
 - i. a demand against the **Insured** which exceeds 50% of any remaining applicable **underlying limit**;
 - ii. any **underlying insurance** reserve or monetary exposure exceeding \$500,000; or
 - iii. any of the following:
 - (a) brain damage, including but not limited to any neurological impairment of infants or adults and coma;
 - (b) spinal cord injury, including but not limited to paraplegia or quadriplegia;
 - (c) loss of any organ;
 - (d) severe disfigurement, including but not limited to burns and amputations; or
 - (e) death.
 - c. if a **claim** is made against any **Insured**, the **Named Insured**:
 - i. will immediately record the specifics of the **claim** and the date received and notify the Insurer of such **claim**;
 - ii. will immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
 - iii. will authorize the Insurer to obtain records and other information;
 - iv. will cooperate with the Insurer in the investigation or settlement of the **claim** or defense against the **suit**;will assist the Insurer, upon its request, in the enforcement of any right against any person



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a **claim** is made.

U. Transfer^y of Interest

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Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

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

Claim means a:

- A. **suit**; or



- B. written or oral demand for **damages** alleging injury to which this insurance applies.

Coverage territory means:

- A. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- B. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph **A.** above; or
- C. all other parts of the world if the injury or damage arises out of:
 - 1. goods or products made or sold by the **Named Insured** in the territory described in paragraph **A.** above;
 - 2. the activities of a natural person whose home is in the territory described in paragraph **A.** above, but is away for a short time on the **Named Insured's** business; or
 - 3. an offense that take place through the Internet or similar electronic means of communication, provided that the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in paragraph **A.** above or in a settlement the Insurer agrees to.

Covered accident means a sudden and unexpected event, which solely and independently of any other cause results in the **key employee's** death or **permanent disability** within one year after the date of the sudden event.

Crisis management event means an event that an **executive officer** reasonably believes has resulted or may result in significant adverse regional or national media coverage and a claim for:

- A. **bodily injury, property damage** or any of the following **personal and advertising injury** offenses:
 - 1. false arrest, detention or imprisonment;
 - 2. malicious prosecution or abuse of process; or
 - 3. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor; and
- B. **damages** to which this insurance applies, that are in excess of any applicable:
 - 1. **underlying limits**; or
 - 2. **retained amount.**

Crisis management expenses means **crisis management public relations expenses** and **crisis management other expenses** provided however **crisis management expenses** do not include any of the following:

- A. salary, wages, or benefits of the **Named Insured** or the **Named Insured's employees**;
- B. loss of business income;
- C. costs to acquire, repair or replace real or personal property; or
- D. expense to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by a **Named Insured.**

Crisis management public relations expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to hire a **crisis management firm**;
- B. to set up call centers or similar inquiry management system to manage inquiries from, or to directly contact, individuals or entities that may be directly impacted by such **crisis management event**;
to create and deliver notification letters to contact individuals or entities that may be directly impacted



by the **crisis management event**; or

- D. other related miscellaneous expenses.

Crisis management other expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to pay medical expenses, funeral expenses, psychological counseling expenses, travel expenses, and temporary living expenses of a third party who incurs **bodily injury**, or a family member of such third party, by reason of such **crisis management event**;
- B. for travel expenses incurred by or on behalf of **Insureds** and at the direction of the **crisis management firm**;
- C. to secure the scene of a **crisis management event**; and
- D. other related miscellaneous expenses.

Crisis management firm means a public relations firm, law firm or crisis management firm approved by the Insurer to provide media management services and to respond to actual or anticipated adverse publicity arising out of a **crisis management event** or **covered accident**.

Damages means the amount an **Insured** is legally obligated to pay, either through:

- A. final adjudication of a **claim**; or
- B. through compromise or settlement of a **claim** with the Insurer's written consent or direction, because of covered **incidents**. In addition, **damages** includes the above-mentioned sums only after deducting all other recoveries and salvages.

However, **damages** does not include:

- 1. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
- 2. injunctive or declaratory relief;
- 3. any amount that is not insurable under any applicable law; or
- 4. plaintiff's attorney fees associated with any of the above.

Notwithstanding paragraph **3.** above, **damages** shall include (subject always to this Policy's other terms, conditions and limitations) punitive and exemplary damages the enforceability of which shall be governed by such applicable law that most favors coverage for **damages**.

Defense costs mean:

- A. reasonable and necessary fees, costs, and expenses incurred by the Insurer or consented to by the Insurer and incurred by the **Named Insured** in the defense or appeal of a covered **suit** or in the investigation of any covered **claim**, and includes premium for appeal bonds arising out of a covered judgment, attachment bonds or similar bonds, but only for bond amounts up to the applicable limit of insurance. In addition, the Insurer will pay up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** coverage applies. The Insurer has no obligation to provide such bonds.
- B. prejudgment interest awarded against an **Insured** on that part of a judgment covered by this policy. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgment interest based on that period of time after the offer.

- C. post judgment interest which accrues after entry of judgment, but before the Insurer has paid or offered to pay, or deposited in court that part of the judgment which is within the limit of insurance of this Policy. The amount of interest the Insurer pays will be in direct proportion to the amount of **damages**



the Insurer pays in relation to the total amount of the judgment.

- D. all reasonable expenses incurred by a natural person **Insured** at the Insurer's request to assist the Insurer in the investigation or defense of the **claim**. This includes such **Insured's** actual loss of earnings up to \$750 per day, because of time off from work.
- E. all court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Employee includes **leased workers** or employees loaned to the **Insured**. **Temporary workers** are not **employees**.

Executive Officer means any natural person holding any of the following positions created by the **Named Insured's** charter, constitution, bylaws or any other similar governing document:

- A. director, officer, trustee or governor of a corporation;
- B. management committee member of a joint venture;
- C. partner of a partnership;
- D. manager of a limited liability company; and
- E. trustee of a trust.

An **executive officer** is not an **employee**.

First Named Insured means the person or organization first listed as a **Named Insured** in the Declarations of this Policy.

Fungi means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. However, **fungi** does not include any fungi intended by the **Insured** for human consumption.

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Impaired property means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

- A. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. the **Named Insured** has failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**; or the **Named Insured's** fulfilling the terms of the contract or agreement.

Incident means:

- A. with respect to **Coverage A - Excess Follow Form Liability**, a covered event as defined in applicable **underlying insurance**;
- B. solely with respect to **Coverage B - Umbrella Liability**:
 - 1. with respect to **bodily injury** and **property damage**, **incident** means an **occurrence**; or
 - C. 2. with respect to **personal and advertising injury**, **incident** means an offense that gives rise to such **personal and advertising injury**.



Insured means any person or organization set forth in the section entitled **WHO IS AN INSURED**.

Insured contract means:

- A. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with permission of the owner is not an **insured contract**;
- B. a sidetrack agreement;
- C. an easement or license agreement; except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D. an obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- E. an elevator maintenance agreement; or
- F. the part of any other contract or agreement pertaining to its business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by the **Named Insured** or by those acting on its behalf. However, such part of a contract or agreement shall only be considered an **insured contract** to the extent the **Named Insured's** assumption of the tort liability is permitted by law. "Tort liability" means liability that would be imposed by law in the absence of contracts or agreements. This paragraph F. does not include that part of a contract or agreement:
 - 1. that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - 2. that indemnifies an architect, engineer or surveyor for **bodily injury** or **property damage** arising out of:
 - a preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury** or **property damage**;
 - 3 under which an **Insured**, if an architect, engineer or surveyor, assumes liability for **bodily injury** or **property damage** arising out of such **Insured's** rendering or failure to render professional services, including those listed in paragraph 2. above and supervisory, inspection, architectural or engineering activities; or
 - 4. that indemnifies a person or organization for damage by fire to premises rented to or loaned to an **Insured**.

Key employee means any of the following officer and employment positions:

- A. Chief Executive Officer;
- B. Chief Operating Officer;
- C. Chief Financial Officer;
- D. Corporate Secretary;
- E. Treasurer;
- F. Executive Vice President; and

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G. Risk Manager

Key employee also means anyone added as such by endorsement to the Policy.

Key employee replacement expenses means the actual and necessary expenses incurred by the **Named Insured**:

- A. to continue the performance of the **key employee's** normal job responsibilities, with comparable quality, while a permanent replacement for the **key employee** is being sought, appointed or hired, and trained.
- B. to find a qualified permanent replacement to fill the **key employee's** position:
 1. costs of advertising the employment position opening;
 2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the job applicants and legal expenses incurred to draw up employment contracts.
- C. to minimize the amount of **key employee replacement expenses**, but only to the extent the amount of **key employee replacement expenses** otherwise payable under paragraphs 1. and 2. above are reduced.
- D. to relocate the replacement employee to an area within a reasonable commute from their place of employment.
- E. to pay the following reasonable and necessary expenses incurred in connection with the death or permanent disability of any **key employee**:
 1. to hire a **crisis management firm**.
 2. to create and deliver notification letters to contact individuals or entities that may be directly impacted by the **key employee covered accident**; or
 3. other related miscellaneous expenses
- F. **Key employee replacement expenses** also include first year amounts of the replacement employee's:
 1. annual base starting salary;
 2. employee perquisite costs; and
 3. employee benefit costs;

in excess of the amounts which would have been incurred for the **key employee** if the **Named Insured** had not lost the services of the **key employee**. However, the Insurer will not pay more for these expenses than 10% of the amounts which would have been incurred for the **key employee**.

Key employee replacement expenses do not include the following:

- a. any expenses which would have been incurred by the **Named Insured** for the **key employee** if the **Named Insured** had not lost the services of the **key employee**;
- b. any **key employee replacement expenses** that are paid for by any **other insurance**;
- c. except as provided in paragraph F. above, salary, wages, or benefits of the **Named Insured**, the **Named Insured's employees**, the **Named Insured's temporary workers** or **volunteer workers**;
- d. costs to acquire, repair or replace real or personal property;
- e. the **Named Insured's** loss of business income;
- f. expenses incurred by or on behalf of the **Named Insured** to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by the **Named Insured**; and



- g. expenses incurred by or on behalf of the **Named Insured** due to **bodily injury, property damage, or personal and advertising injury**.

Leased worker means a person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and such labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

Loading or unloading means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an **aircraft, watercraft or auto**;
- B. while it is in or on an **aircraft, watercraft or auto**; or
- C. while it is being moved from an **aircraft, watercraft or auto** to the place where it is finally delivered.

However, **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft, watercraft or auto**.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises the **Named Insured** owns or rents;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in **A., B., C.** or **D.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in **A., B., C.** or **D.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
 - 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are



considered **autos**.

Named Insured means the persons or organizations named as such in the Declarations of this Policy.

Nuclear facility means:

- A. any **nuclear reactor**;
- B. any equipment or device designed or used for:
 - 1. separating the isotopes of uranium or plutonium;
 - 2. processing or utilizing **spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;
- C. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of any **Insured** at the premises where such equipment is located consists of or contains more than:
 - 1. 25 grams of plutonium or uranium 233 or any combination thereof; or
 - 2. 250 grams of uranium 235; and
- D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear material means source material, special nuclear material, or by-product material as these terms are defined in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear reactor means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Waste means waste material:

- A. containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material (as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof) content; and
- B. resulting from the operation by any person or organization, of a **nuclear facility** included within paragraphs **A.** and **B.** of the definition of **nuclear facility**.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Other insurance means any:

- A. valid and collectible policy of insurance;
- B. self insurance; or
- C. indemnity agreement by which an **Insured** arranges for funding or transferring its liabilities

that provides coverage that this Policy also provides. **Other insurance** does not include **underlying insurance** or any policy that was bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Policy.

Other organic pathogens means any organic irritant or contaminant other than **fungi**, including but not limited to bacteria, microbes and viruses (whether or not a microorganism), that cause infection and disease.

Other organic pathogens includes any spores, mycotoxins, odors, variants, mutations, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of such



pathogens, and any colony or group of the foregoing.

However, **other organic pathogens** does not mean pathogens that were transmitted directly from person to person.

Permanent disability means permanent physical inability, or mental inability due to a permanent physical inability, of the **key employee** to perform the normal duties of the applicable position for which the individual qualifies as a **key employee**.

Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution or abuse of process;
- C. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- D. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication, in any manner, of material that violates a person's right of privacy;
- F. the use of another's advertising idea in the **Named Insured's advertisement**; or
- G. infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**.

Policy period means the time from 12.01 A.M. on the effective date of this Policy as set forth in the Declarations of this Policy to the earlier of 12.01 A.M. of the expiration, termination or cancellation date of this Policy.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes medical waste and materials to be recycled, reconditioned or reclaimed.

Products-completed operations hazard means **bodily injury** or **property damage** occurring away from premises the **Named Insured** owns or rents and arising out of **your product** or **your work** except:

- A. products that are still in the **Named Insured's** physical possession; or
- B. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 1. when all of the work called for in the **Named Insured's** contract has been completed;
 - 2. when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or
 - 3. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

However, **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

- A. the transportation of property, unless **bodily injury** or **property damage** arises out of a condition in or on a vehicle not owned or operated by the **Named Insured**, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;
- B. the existence of tools, uninstalled equipment or abandoned or unused materials; or



- C. products or operations for which the **underlying insurer** states that products-completed operations are subject to the General Aggregate Limit.

Property damage means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- B. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **incident** that caused it.

However, **electronic data** is not tangible property.

Retained amount means the self insured retention as set forth on the Declarations of this Policy or the amount payable by **other insurance**, whichever is greater.

Silica means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains silicon dioxide.

Spouse means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the **Named Insured's** employee benefit plans or employee benefits program.

Sub limit means a limit that is lower than the **underlying limits**.

Suit means a civil proceeding in which **damages** because of injury or damage to which this insurance applies are alleged, including:

- A. an **arbitration proceeding** alleging such **damages**; or
- B. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with the Insurer's consent.

Temporary worker means a worker who is furnished to the **Named Insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Underlying insurance means policies of insurance listed in the Schedule of **Underlying Insurance** including renewal or replacement of such insurance which is neither more restrictive nor more broad than that listed in the aforementioned Schedule of **Underlying Insurance**.

Underlying insurer means the insurer providing the **underlying insurance**. It does not include any insurer whose policies were purchased specifically to be in excess of this policy.

Underlying limits means the limits of insurance as set forth in the Schedule of **Underlying Insurance**.

Volunteer worker means a person who is not an **employee** and who donates his or her work and acts at the direction of or within the scope of duties determined by the **Named Insured** and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Insured**.

Your product means:

- A. means:
 - 1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. the **Named Insured**;
 - b. others trading under the **Named Insured's** name; or
 - c. a person or organization whose business or assets the **Named Insured** has acquired; and
 - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.



B. includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
2. The providing of or failure to provide warnings or instructions.

C. does not include vending machines or other property rented to or located for the use of others but not sold.

Your work:

A. means:

1. work or operations performed by the **Named Insured** or on its behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

1. warranties or representations made with respect to the fitness, quality, durability, performance or use of **your work**, and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by the Insurer's Chairman and Secretary, but this Policy shall not be binding upon the Insurer unless completed by the attachment of the Declarations of this Policy and signed by the Insurer's duly authorized representative if required.

Chairman of the Board

Secretary

Carrier no: 20001

Endorsement no: WC000313

SAIF policy: 785189 Bremik Construction Inc

Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective date: October 01, 2019

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 19, 2019 at Salem, Oregon



Kerry Barnett
President and Chief Executive Officer

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 **AIA** Document A312™ – 2010

Performance Bond

Bond No. 107192650

CONTRACTOR:

(Name, legal status and address)

Bremik Construction, Inc
1026 SE Stark St
Portland, OR, OR 97214

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
4000 Kruse Way Pl. Building 1 Suite 125
Lake Oswego, OR 97035

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of Tualatin
18880 SW Martinazzi
Tualatin, OR 97062

CONSTRUCTION CONTRACT

Date: 3/9/2020

Amount: Five Million Eight Hundred Eighty-two Thousand Fifty-eight And No/100 (\$5,882,058.00)

Description:

(Name and location)

City of Tualatin Service Center 10699 SW Herman Road, Tualatin, OR 97062

Tualatin

BOND

Date: 3/3/2020

(Not earlier than Construction Contract Date)

Amount: Five Million Eight Hundred Eighty-two Thousand Fifty-eight And No/100 (\$5,882,058.00)

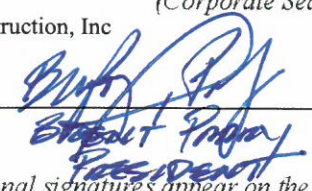
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Bremik Construction, Inc

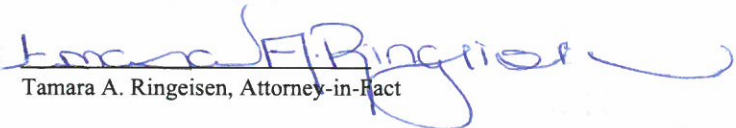
SURETY

Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature: 

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name
and Title:

Tamara A. Ringeisen, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Propel Insurance
PO Box 2940
Tacoma, WA 98401
(253) 759-2200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

N/A

Name and Title:

Address

Signature:

N/A

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Bond No. 107192650

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Bremik Construction, Inc
1026 SE Stark St
Portland, OR, OR 97214

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
4000 Kruse Way Pl. Building 1 Suite 125
Lake Oswego, OR 97035

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of Tualatin
18880 SW Martinazzi
Tualatin, OR 97062

CONSTRUCTION CONTRACT

Date: 3/9/2020

Amount: Five Million Eight Hundred Eighty-two Thousand Fifty-eight And No/100 (\$5,882,058.00)

Description:

(Name and location)

City of Tualatin Service Center 10699 SW Herman Road, Tualatin, OR 97062

Tualatin

BOND

Date: 3/3/2020

(Not earlier than Construction Contract Date)

Amount: Five Million Eight Hundred Eighty-two Thousand Fifty-eight And No/100 (\$5,882,058.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Bremik Construction, Inc

SURETY

Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature: 

Name

and Title:

(Any additional signature/s appear on the last page of this Payment Bond.)

Signature: 

Name

and Title:

Tamara A. Ringeisen, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Propel Insurance
PO Box 2940
Tacoma, WA 98401
(253) 759-2200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: N/A

Signature: N/A

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tamara A. Ringeisen**, of **Portland, Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **March**, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

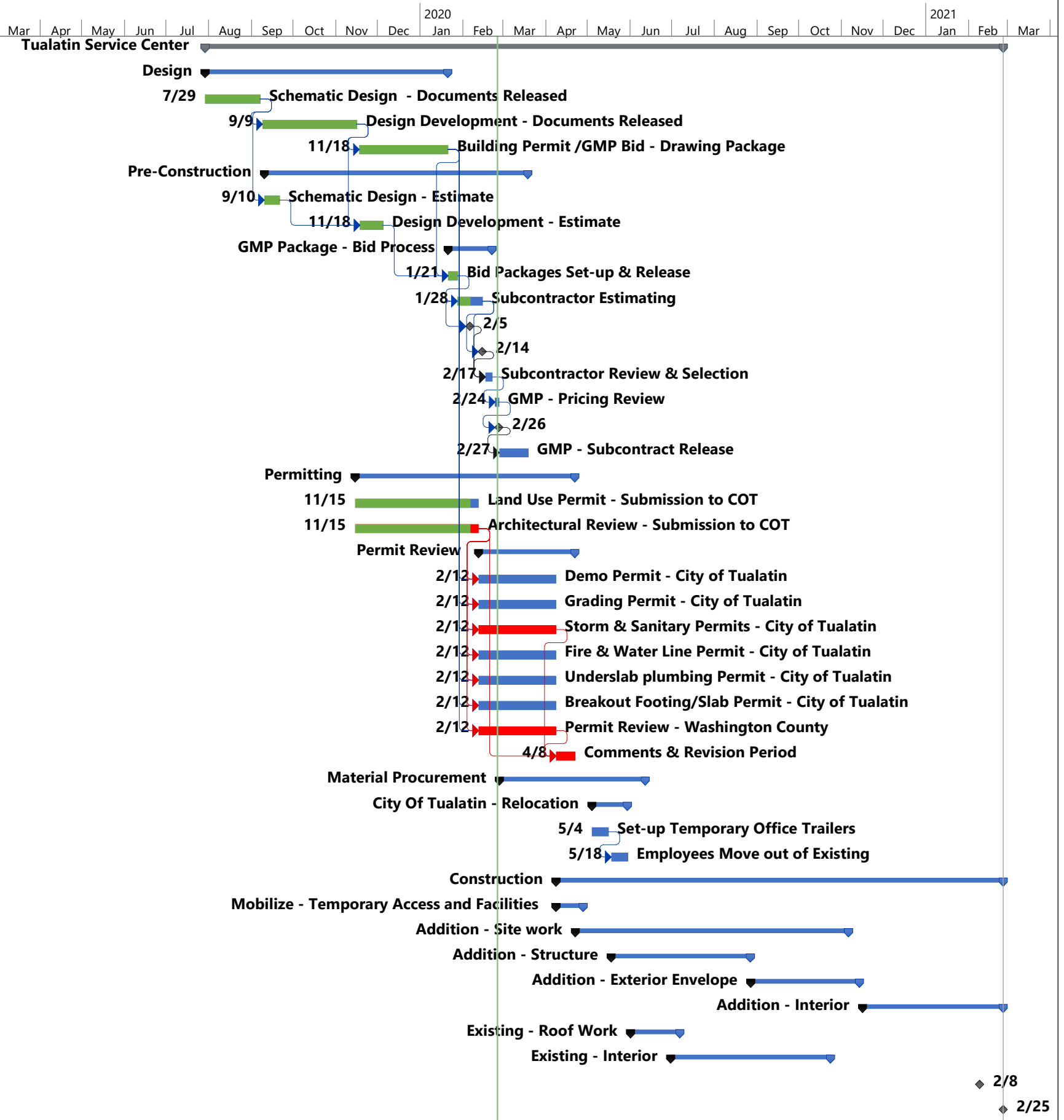
City of Tualatin

Tualatin Services Center

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit I – Project Construction Schedule

ID	Task Name	Duration	Start	Finish	Resource Names
0	Tualatin Service Center	410 days	Mon 7/29/19	Thu 2/25/21	
1	Design	122 days	Mon 7/29/19	Mon 1/20/20	
2	Schematic Design - Documents Released	29 days	Mon 7/29/19	Fri 9/6/19	Scott Edwards
3	Design Development - Documents Released	50 days	Mon 9/9/19	Fri 11/15/19	Scott Edwards
4	Building Permit /GMP Bid - Drawing Package	43 days	Mon 11/18/19	Mon 1/20/20	Scott Edwards
5	Pre-Construction	134 days	Tue 9/10/19	Wed 3/18/20	
6	Schematic Design - Estimate	9 days	Tue 9/10/19	Fri 9/20/19	Bremik
7	Design Development - Estimate	11 days	Mon 11/18/19	Wed 12/4/19	Bremik
8	GMP Package - Bid Process	24 days	Tue 1/21/20	Fri 2/21/20	Bremik
9	Bid Packages Set-up & Release	5 days	Tue 1/21/20	Mon 1/27/20	Bremik
10	Subcontractor Estimating	14 days	Tue 1/28/20	Fri 2/14/20	Bremik
11	Subcontractor Questions Due	0 days	Wed 2/5/20	Wed 2/5/20	Bremik
12	Subcontractor Proposals Due	0 days	Fri 2/14/20	Fri 2/14/20	Bremik
13	Subcontractor Review & Selection	5 days	Mon 2/17/20	Fri 2/21/20	Bremik
14	GMP - Pricing Review	3 days	Mon 2/24/20	Wed 2/26/20	Bremik
15	GMP - Contract Review and Signature	0 days	Wed 2/26/20	Wed 2/26/20	Bremik
16	GMP - Subcontract Release	15 days	Thu 2/27/20	Wed 3/18/20	Bremik
17	Permitting	110 days	Fri 11/15/19	Tue 4/21/20	
18	Land Use Permit - Submission to COT	60 days	Fri 11/15/19	Tue 2/11/20	City of Tualatin
19	Architectural Review - Submission to COT	60 days	Fri 11/15/19	Tue 2/11/20	City of Tualatin
20	Permit Review	50 days	Wed 2/12/20	Tue 4/21/20	
21	Demo Permit - City of Tualatin	40 days	Wed 2/12/20	Tue 4/7/20	City of Tualatin
22	Grading Permit - City of Tualatin	40 days	Wed 2/12/20	Tue 4/7/20	City of Tualatin
23	Storm & Sanitary Permits - City of Tualatin	40 days	Wed 2/12/20	Tue 4/7/20	City of Tualatin
24	Fire & Water Line Permit - City of Tualatin	40 days	Wed 2/12/20	Tue 4/7/20	City of Tualatin
25	Underslab plumbing Permit - City of Tualatin	40 days	Wed 2/12/20	Tue 4/7/20	City of Tualatin
26	Breakout Footing/Slab Permit - City of Tualatin	40 days	Wed 2/12/20	Tue 4/7/20	Washington County
27	Permit Review - Washington County	40 days	Wed 2/12/20	Tue 4/7/20	Washington County
28	Comments & Revision Period	10 days	Wed 4/8/20	Tue 4/21/20	Washington County
29	Material Procurement	76 days	Thu 2/27/20	Thu 6/11/20	
225	City Of Tualatin - Relocation	20 days	Mon 5/4/20	Fri 5/29/20	
226	Set-up Temporary Office Trailers	10 days	Mon 5/4/20	Fri 5/15/20	City of Tualatin
227	Employees Move out of Existing	10 days	Mon 5/18/20	Fri 5/29/20	City of Tualatin
228	Construction	232 days	Wed 4/8/20	Thu 2/25/21	
229	Mobilize - Temporary Access and Facilities	14 days	Wed 4/8/20	Mon 4/27/20	
237	Addition - Site work	142 days	Wed 4/22/20	Thu 11/5/20	
315	Addition - Structure	73 days	Mon 5/18/20	Wed 8/26/20	
347	Addition - Exterior Envelope	57 days	Thu 8/27/20	Fri 11/13/20	
361	Addition - Interior	74 days	Mon 11/16/20	Thu 2/25/21	
424	Existing - Roof Work	26 days	Mon 6/1/20	Mon 7/6/20	
432	Existing - Interior	84 days	Tue 6/30/20	Fri 10/23/20	
465	Substantial Completion	0 days	Mon 2/8/21	Mon 2/8/21	
466	Final Completion	0 days	Thu 2/25/21	Thu 2/25/21	



City of Tualatin

Tualatin Services Center

AIA 102 – 2017 Standard Form of Agreement Between Owner and Contractor

Exhibit J – Report and Studies

BREMIK

CONSTRUCTION

1026 SE STARK ST. | PORTLAND, OR 97214 | P 503.688.1000 | F 503.688.1005 | WWW.BREMIK.COM

TUALATIN SERVICE CENTER

EXHIBIT J – CITY OF TUALATIN PROVIDED REPORTS AND STUDIES

SHEET NUMBER & TITLE	DATE	ADDENDUM
3457-11 Geotechnical Memo (complete)	2/7/2020	1
Hazardous Material Survey Report	2/21/200	