



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT**

### **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

**Requested Board Meeting Date:** 01/10/23

*\* = Mandatory, information must be provided*

**or Procurement Director Award** ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Consultant Engineering, Inc. (Headquarters: Phoenix, AZ), HDR Construction Control Corporation (Headquarters: Omaha, NE), Horrocks Engineers, Inc. (Headquarters: Pleasant Grove, UT)

**\*Project Title/Description:**

Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**\*Purpose:**

Award: Master Agreement No. MA-PO-23-100. This award of master agreement is recommended to the three (3) highest qualified contractors in an annual shared amount not to exceed \$4,000,000.00 for an initial agreement term of 01/16/23 to 01/15/24 which may be extended for up to four (4) additional one-year terms. Administering Department: Transportation.

Board of Supervisors Policy D 29.4 authorizes the Procurement Director to execute annual renewals in an amount not to exceed the annual amount approved by the Board of Supervisors. This is an indefinite delivery/indefinite quantity master agreement.

**\*Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2300005 was conducted in accordance with A.R.S. §34-604 and Pima County Board of Supervisors Policy D29.1. Three (3) responsive Statements of Qualifications (SOQs) were received and evaluated by a four (4) member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the final list of the three (3) highest qualified consultants is recommended for award.

Attachments: Notice of Recommendation for Award and Master Agreement.

**\*Program Goals/Predicted Outcomes:**

To provide the Department of Transportation with expanded Consultant Inspection Services in response to an increasing number of projects.

**\*Public Benefit:**

The Department of Transportation will have the appropriate number of inspectors, on any given project, assuring the contractor's work is being performed according to the plans and specifications.

**\*Metrics Available to Measure Performance:**

Performance will be measured by the department completing the Consultant Performance Evaluation Form in accordance with the Pima County Board of Supervisors Policy D 29.1(E).

**\*Retroactive:**

No.

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-100  
 Commencement Date: 01/16/23 Termination Date: 01/15/24 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ **Expense Amount: \$\*** 4,000,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

**\*Funding Source(s) required:** Various Funds

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

**If Yes, is the Contract to a vendor or subrecipient?** \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

*If Yes, attach Risk's approval.*

Vendor is using a Social Security Number? ☐ Yes ☒ No

*If Yes, attach the required form per Administrative Procedure 22-10.*

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

**\*Funding Source(s) required:** \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

**\*All Funding Source(s) required:** \_\_\_\_\_

**\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**\*Funding Source:** \_\_\_\_\_

**\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** \_\_\_\_\_

Contact: Keith E. Rogers Digitally signed by Keith E. Rogers  
 Date: 2022.12.09 12:14:54 -07'00'

Scott Loomis Digitally signed by Scott Loomis  
 Date: 2022.12.12 16:15:40 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer  
 Date: 2022.12.19 17:02:28 -07'00'

Telephone: 520-724-3542

Department Director Signature/Date: Kathryn Skinner Digitally signed by Kathryn Skinner  
 DN: cn=Kathryn Skinner, ou=Transportation, ou=Pima County, email=kathryn.skinner@pima.gov, c=US  
 Date: 2022.12.22 19:10:12 -07'00'

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: \_\_\_\_\_  
 (Required for Board Agenda/Addendum Items)

22 Dec 2022  
12/22/2022



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: December 12, 2022

The Procurement Department hereby issues formal notice to respondents to **Solicitation No. SFQ-PO-2300005 for Construction Surveillance And Inspection Services For Pima County Right Of Way Projects** that the following listed respondents will be recommended for award of a shared Master Agreement in the annual amount of \$4,000,000.00. The award action is scheduled to be performed by the Board of Supervisors on or after January 10, 2023.

Award is recommended to the most qualified Respondents (listed alphabetically):

### **AWARDEE NAMES**

**Consultant Engineering, Inc.**

**HDR Construction Control Corporation**

**Horrocks Engineers, Inc.**

***NOTE: Pursuant to A.R.S. §34-604(H), only the names of the firms on the final list may be disclosed.***

Issued by: Keith E. Rogers, CPPB; Procurement Officer  
Telephone Number: 520-724-3542

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov)

## PIMA COUNTY DEPARTMENT OF TRANSPORTATION

**PROJECT:** Construction Surveillance And Inspection Services  
For Pima County Right Of Way Projects

**CONSULTANT:** Consultant Engineering, Inc.  
10625 North 25<sup>th</sup> Ave., Suite 200  
Phoenix, AZ 85029

HDR Construction Control Corporation  
1 South Church Ave., Suite 1400  
Tucson, AZ 85701

Horrocks Engineers, Inc.  
2162 W Grove Pkwy, Suite 400  
Pleasant Grove, UT 84062

**MASTER  
AGREEMENT NO.:** MA-PO-23-100

**AMOUNT:** \$4,000,000.00

**FUNDING:** VARIOUS FUNDS

### CONSULTANT SERVICES MASTER AGREEMENT

#### 1. Parties, Background and Purpose.

- 1.1. Parties. This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Consultant Engineering, Inc., HDR Construction Control Corporation and Horrocks Engineers, Inc., hereinafter called Consultant in the singular, Consultants in the plural, and collectively referred to as the Parties.
- 1.2. Purpose. County has a need to establish an Agreement with up to three (3) Consultants registered in the State of Arizona and qualified to provide Construction Surveillance and Inspection Services for Pima County Right of Way Projects.
- 1.3. Authority. County conducted a competitive qualifications-based procurement pursuant to A.R.S. §34-604, for Consultants under SFQ-PO-2300005. Based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, County selected the three (3) highest qualified Consultants. The Consultants have agreed to be bound by and adhere to the requirements of this Agreement.

#### 2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Master Agreement, as approved by the Board of Supervisors, commences on 01/16/2023, and terminates on 01/15/2024, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Consultants will be assigned and perform tasks and projects under this Agreement.
- 2.2. Extension Options. County, at its sole discretion, may extend up to four (4) additional one-year terms or add funding to this Agreement at any time with the acknowledgment of the Consultants and the Board of Supervisors' or the Procurement Director's approval pursuant to Board of Supervisor Policy D29.4. Agreement extensions, renewals, or revisions will occur through the issuance by County to Consultant of a revised Agreement document setting forth the requested changes. Failure by Consultant to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within 10

calendar days of issuance by County will signify acceptance of all such changes by Consultant and the revision will be binding upon the Parties.

- 2.3. Individual Delivery Orders. Individual delivery orders will be implemented by issuing a Delivery Order (DO) to the selected Consultant to perform the work. Each DO will be an independent contract that will incorporate and be subject to the terms of this Agreement. The terms "DO", and "Contract" are used interchangeably in this Agreement.

2.3.1. No individual Delivery Order may exceed \$500,000.00, including any amendments.

3. **Scope of Services**. CONSULTANT will provide for the COUNTY all labor, materials and equipment necessary to provide consulting services, as more fully described in the Scope of Work attached to the Delivery Order and in this Agreement as **Exhibit "A" – SCOPE OF SERVICES** (2 Pages) incorporated herein. CONSULTANT will perform the work in accordance with the terms of this Agreement and issued Delivery Order, and in compliance with applicable standards of professional care. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions will prevail.

4. **Compensation and Payment**.

- 4.1. Rates. In consideration of the services specified in this Agreement, County will pay Consultant in accordance with the rates in **EXHIBIT "B" - COMPENSATION SCHEDULE** (34 pages), which includes Consultant's labor classifications and corresponding rates, in an amount not-to-exceed the amount stated in the issued Delivery Order. .

- 4.2. Fee Proposal. Consultant's fees and method of compensation will be based on an hourly not-to-exceed basis or method mutually agreeable to both Parties at the time services are requested in accordance with provisions stated in Exhibit B – Compensation Schedule, attached to this Agreement.

- 4.3. Hourly Rates. Hourly rates and all other rates included under this Agreement will remain fixed throughout the term of the agreement. County may consider adjustments to rates in connection with any extensions of the agreement term.

- 4.4. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.

- 4.5. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.

- 4.6. Invoice Adjustments. For the period of record retention required under Article 22, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

- 4.7. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant's own risk.

5. **Insurance**. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Agreement.

- 5.1. Ratings. Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized

Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

## 5.2. Insurance Coverages and Limits.

5.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

5.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.

5.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement with a Combined Single Limit (CSL) of \$1,000,000.

5.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

Note: The Workers' Compensation requirement will not apply to a Consultant that is exempt under A.R.S. § 23-901, and when such Consultant executes the appropriate County Sole Proprietor or Independent Consultant waiver form.

5.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this agreement.

5.2.1.5. Claims-Made Coverage. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Agreement and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two years beginning at the time work under this Agreement is completed.

## 5.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

5.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.

5.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Consultant.

5.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.

5.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Agreement.

5.4. Notice of Cancellation:

Each required Insurance policy must provide, and certificates specify, that County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payments of a premium. Notice shall include the County project or contract number and project description.

5.5. Verification of Coverage:

Consultant will furnish County with certificates of insurance as required by this Agreement. An authorized representative of the insurer will sign the certificates.

5.5.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by County before work commences. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of agreement.

5.5.2. All certificates required by this Agreement will be sent directly to the Department. County project or agreement number and project description will be noted on the certificate of insurance. County reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

5.6. Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Consultant its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**6. Indemnification.**

6.1 To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County and any related taxing district, or RTA, and their officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Consultant or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractor. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all Claims. Consultant is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

6.2. All warranty and indemnification obligations under this agreement shall survive expiration or termination of the agreement, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

- 6.3. Upon request, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project. The obligations under this Article do not extend to the negligence of County or RTA, their agents, employees or indemnities.

**7. Laws and Regulations.**

- 7.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.
- 7.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Agreement.
- 7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.

8. **Status of Consultant.** Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Consultant is responsible for paying all federal, state and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

**9. Consultant's Performance.**

- 9.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to perform all required services under this Agreement. Prior to changing any key personnel, especially those key personnel County relied upon in making this agreement, Consultant will obtain County's approval.
- 9.2. Responsibility. Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Agreement. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Agreement, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.

10. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Agreement or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

11. **Subconsultant.** Consultant will be fully responsible for all acts and omissions of its Subconsultant(s) and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement creates any obligation on the part of County to pay any Subconsultant, except as may be required by law.

12. **Non-Assignment.** Consultant will not assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

13. **Non-Discrimination.** Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this agreement, including flow-down of all provisions and requirements to any Subconsultants. During the performance of this Agreement, Consultant will not discriminate



against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

14. **Americans with Disabilities Act.** Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

15. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

16. **Termination of Contract for Default.**

16.1. Upon a failure by Consultant to cure a default under this Agreement within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Agreement for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.

16.2. Default Events. The following constitutes an event of default:

16.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this agreement, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

16.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;

16.2.3. Failure to provide competent supervision at the site;

16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient material;

16.2.5. Failure to make prompt payment to Subconsultants or suppliers for material or labor;

16.2.6. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Agreement;

16.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the agreement;

16.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

16.3. Termination. In the event of a termination for default:

16.3.1. All finished and unfinished as-builts, drawings, specifications, documents, data, studies, surveys, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;

16.3.2. County may withhold payments to Consultant arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Consultant is determined; and

16.3.3. Subject to the immediately preceding subparagraph 16.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

16.4. Non-Termination. County will not terminate the Contract for default or charge Consultant with damages under this Article if:

16.4.1. Except for subparagraph 15.6.8 in subsection 16.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include:

16.4.1.1. Acts of God or of the public enemy,

16.4.1.2. Acts of County in either its sovereign or contractual capacity,

16.4.1.3. Acts of another Consultant in the performance of a contract with

16.4.1.4. County, Fires,

16.4.1.5. Floods,

16.4.1.6. Epidemics,

16.4.1.7. Quarantine restrictions,

16.4.1.8. Strikes,

16.4.1.9. Freight embargoes,

16.4.1.10. Unusually severe weather, or

16.4.1.11. Delays of Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and

16.4.2. Consultant, within seven days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of County, the findings warrant such action, County may extend the time for completing the work.

16.5. Receipt of Notice. For the purposes of subsection 16.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

16.6. Excusable. If, after termination of the Contract for default, County determines that Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of County as set forth in Article 17.

16.7. Rights and Remedies. The rights and remedies of County in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

17. **Termination for Convenience of County**. County may terminate this Agreement at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the County, become its property. If County terminates the Agreement as provided herein, County will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

18. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, County will have no further obligation to Consultant, other than payment for services rendered prior to termination.

19. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Kathryn Skinner, P.E., Director  
Department of Transportation  
201 N. Stone Ave.  
Tucson, AZ 85701  
Tel: (520) 724-6436

Any Notice required or permitted to be given by County may be served by personal delivery or certified mail to Consultant's contact name in Consultant's electronic vendor record.

20. **Other Documents.** Consultant and County in entering into this Agreement have relied upon information provided in Consultant's response to a request for fee proposal. These documents are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement. Consultant will perform services in accordance with the terms of the Agreement and at a level of care consistent with prevailing industry standards. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions prevail.

21. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in Article 25 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

22. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

23. **Books and Records.**

23.1. Maintenance. Consultant will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

23.2. Retention. Consultant will retain all records relating to this agreement at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.

24. **Delays.** Neither party will be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

25. **Disputes.**

25.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Agreement or the parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Agreement and Consultant's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

25.2. Performance. The parties will continue performance of their respective obligations under this Agreement notwithstanding the existence of any dispute.

26. **Ownership of Documents**. Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this agreement vests in and become the property of County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant.

**27. Public Records.**

27.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Consultant in any way related to this agreement, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

27.2. Records Marked Confidential.

27.2.1. Any information submitted related to this Agreement that Consultant believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

27.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for release, unless Consultant has, within the 10 business day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. County will notify Consultant of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

**28. Legal Arizona Workers Act Compliance.**

28.1. Compliance with Immigration Laws. Consultant warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant will further ensure that each Subconsultant who performs any work for Consultant under this agreement likewise complies with the State and Federal Immigration Laws.

28.2. Books & Records. County has the right at any time to inspect the books and records of Consultant and any Subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

28.3. Remedies for Breach of Warranty. Any breach of Consultant's or any Subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Consultant to penalties up to and including suspension or termination of this Agreement. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subconsultant,

(subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.

- 28.4. **Subconsultants.** Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant's books and records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant is a material breach of this contract subjecting Subconsultant to penalties up to and including suspension or termination of this contract."

- 28.5. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.

29. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. **Amendment.** Except for the amendment provision above in Article 4, this Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

32. **Entire Agreement.** This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

33. **Effectiveness and Date.** This agreement will become effective when all Parties have signed it. The date of this Agreement will be the date the Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

34. **Federal Funds.** County and Consultant understand that some Delivery Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding and that additional requirements may attach to the use of such funding. In such event, specific funding requirements shall be attached to and be a part of the Delivery Order. CONSULTANT agrees to be bound by all such requirements and adhere to the following additional provisions:

11. **Subconsultant.** Consultant shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

23. **Books and Records.** Consultant shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized

representatives of the Comptroller General of the United States or the federal granting agency for a period of five (5) years after receipt of the final payment under this Agreement.

26. **Ownership of Documents.** The Granting Agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement or any subcontract; and (b) any rights to copyright to which CONSULTANT or COUNTY acquires ownership under this Agreement.

35. **Cooperative Use of Resulting Agreement.** As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that COUNTY has developed. Participating agencies may contact Consultant with requests to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement. Minor adjustments are allowed subject to agreement by both Consultant and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Consultant will hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Consultant may view a list of agencies that are authorized to use COUNTY contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of County Contracts*.

***(The remainder of this page intentionally left blank)***

Each Party is signing this Agreement on the date below that Party's signature.

PIMA COUNTY:

CONSULTANT:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorneys Office.


Each Party is signing this Agreement on the date below that Party's signature.

PIMA COUNTY:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

CONSULTANT:

  
\_\_\_\_\_  
Signature

Barry Brown, President  
\_\_\_\_\_  
Name and Title (Please Print)

December 21, 2022  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorneys Office.



Each Party is signing this Agreement on the date below that Party's signature.

PIMA COUNTY:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

CONSULTANT:

*Maher Salah*

\_\_\_\_\_  
Signature

Maher Salah / Vice President

\_\_\_\_\_  
Name and Title (Please Print)

12/28/2022

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorneys Office.

Each Party is signing this Agreement on the date below that Party's signature.

PIMA COUNTY:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

CONSULTANT:



\_\_\_\_\_  
Signature

Erin S. Kline, Principal/Construction Group Manager

\_\_\_\_\_  
Name and Title (Please Print)

12/21/2022

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

This contract template has been approved as to form by the Pima County Attorneys Office.

## **EXHIBIT “A” - SCOPE OF SERVICES (2 Pages)**

### **CONSTRUCTION SURVEILLANCE AND INSPECTION SERVICES FOR PIMA COUNTY RIGHT OF WAY PROJECTS**

Pima County is seeking Statements of Qualifications to provide Construction Surveillance and Inspection Services on a variety of construction projects within Pima County Right-of-way for Pima County Department of Transportation (DOT) and Pima County Development Services Department (DSD) throughout Pima County including the Tucson metropolitan area, Green Valley, and Ajo. Services are primarily for the County's department of Transportation; however, the Development Services Department (DSD) and the Regional Flood Control District (RFCD) may also utilize the services.

The scope of work includes the provision of a Project Inspection Supervisor/Manager or Supervisors/Managers to supervise crews of inspectors and the provision of an inspection crew of up to eight (8) Project Inspectors at any given time with various skill levels (technicians, lead inspector, project supervisor) to conduct construction surveillance, and the inspection, sampling, testing and documenting of construction activities. Typical Construction Surveillance/Inspection Services may include, but are not limited to:

- Performance of all levels of construction inspections, materials sampling and testing in accordance with PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, Pima County Standards, Project Plans and Special Provisions;
- Performance of surveillance of construction work on a daily basis or as directed by the COUNTY;
- Maintenance of detailed daily logs and records showing the type, amount and location of work performed by construction contractors under contract with the COUNTY;
- Construction administration services such as measuring work and approving pay applications.
- Provision of advisory services to the COUNTY regarding compliance of construction activities with construction plans and specifications;
- Maintenance of accurate records regarding redlined plans and specifications and other field notes sufficient for the purpose of COUNTY staff to prepare as-built drawings;
- Liaison on behalf of COUNTY with contractors;
- Provision of all necessary clothing, safety equipment, vehicles, cell phones, laptops, and any other equipment to the CONSULTANT'S personnel that are necessary for performance of CONSULTANT'S above duties;
- Provision of other related services as required by the COUNTY, such as construction administration and resident engineering services.

Pima County Construction Monitoring and Pima County Development Services Site Development Section are responsible for inspecting and documenting activities on various construction projects such as Right-of-Way Permit projects, pavement preservation projects, and roadway projects. These project may including landscaping, drainage protection projects, intersection improvement projects, street lighting and sidewalk improvement projects.

Construction activities which require inspection consist of roadways with medians, curbs, sidewalks, traffic signals, lighting, utility work, retaining walls, soil nail walls, soil cement walls, noise walls, drainage facilities, box culverts, landscape and irrigation, SWPPP, signing and striping, and bridge structures.

The Supervisor/Manager must have at least five (5) years of experience in the supervision and management of inspection staff, contract administration and field issue resolution, and possess an engineering background. The supervisor will work under the direction of the DOT Construction Monitoring Division Manager on DOT projects and under the direction of the Site Development Division Manager for DSD projects. The inspectors must have at least two (2) years of experience in sampling, testing, and documenting construction and be certified by the American Concrete Institute and the Arizona Technical Testing Institute. The inspectors will work under the direction of either Pima County staff and/or the Consultant's Inspection Supervisor/Manager.

**END OF EXHIBIT "A" SCOPE OF SERVICES**

## **EXHIBIT “B” - COMPENSATION SCHEDULE (34 PAGES)**

### **A. COST ITEMS**

#### **1. Hourly Billing**

##### **a. Hourly Billing Rates**

- Actual Payroll Rates within published industry standards
- Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the Agreement. Said listing may be updated on an annual basis during the term of the contract

##### **b. Annual Salaried Professionals**

- Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates
- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates

##### **c. Allowable Annual Increases**

- Reasonable annual salary increases within published industry standards may be allowed and approved in advance
- Unusually high proposed increases and increases above published industry standards may be agreed to on a case by case basis.

##### **d. Sub consultants**

Specific billing arrangements will be negotiated with specialty sub-consultants such as the following:

- Attorneys
- Financial Advisors
- Surveyors
- Subsurface Consultants
- Specialty Consultants

##### **e. Vacation/Holidays**

- Included in firm's audited multiplier

##### **f. Sick Time**

- Included in firm's audited multiplier

##### **g. Billing for non-productive idle time**

- No billing for vehicle driving time (commuting time)
- Allow billing during air travel to Pima County for actual time worked on Pima County projects
- Short-term assignments are negotiable

#### **2. Multipliers**

##### **a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed**

##### **b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract**

- c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the consultant
  - d. County will consider annual audited multipliers or fixed multipliers for the contract period
- 3. Travel Time
  - a. Air Travel
    - Allow only for time spent on aircraft working on Pima County projects
  - b. Land Travel
    - Not allowed from Phoenix Metro Area to Pima County (both ways)
    - Not allowed to and from airports
  - c. Local Travel between meetings and job sites
    - Allowed
- 4. Expenses
  - a. Mileage (Between Phoenix Metro Area and Pima County)
    - Approve at the established County mileage rate
    - Included in firm's audited multiplier or as other direct cost
    - Mileage for commuting not allowed
  - b. Mileage – local
    - Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
    - Included in firm's audited multiplier or as other direct cost
    - Mileage for commuting to and from work place not allowed
  - c. Car Rental/Lease/Corporate Vehicles
    - Included in firm's audited multiplier or as other direct cost
  - d. Hotel/Meals
    - Allow only for infrequent call-in of an out of state consultant for a limited period of time
    - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
    - Allowed charges to be identified as other direct costs
  - e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
    - Include in firm's audited multiplier
  - f. Relocation, second domicile or subsistence expenses
    - Negotiable on a case by case basis
  - g. Reproduction Costs
    - Bill as other direct costs if not in audited multiplier
  - h. All other direct costs will be detailed in the contract billing
- 5. Unallowable Costs
  - a. Bonus
    - Not allowed as a direct charge or in the multiplier
  - b. Entertainment Costs

- c. Marketing Costs
  - Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
  - Only as allowed in audited multipliers
- f. Mark-up on sub-consultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- g. Air travel for commuting purposes

B. INVOICING

CONSULTANT will submit invoices to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to five (5) working days to review the Progress Report and invoice. The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

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HELPING BUILD THE SOUTHWEST SINCE 1996

**CONSULTANT ENGINEERING, INC.**  
**COMPENSATION SCHEDULE (10 pages)**

| <b>Job Title</b>               | <b>Hourly Rate</b> | <b>Overtime Rate (40+ hrs)</b> |
|--------------------------------|--------------------|--------------------------------|
| Project Manager                | \$219.30           | \$219.30                       |
| Sr. Resident Engineer, PE      | \$262.80           | \$262.80                       |
| Resident Engineer, PE          | \$202.50           | \$202.50                       |
| Inspection Supervisor/Manager  | \$166.90           | \$186.20                       |
| Sr. Construction Inspector     | \$140.90           | \$157.20                       |
| Construction Inspector         | \$131.20           | \$146.40                       |
| Construction Technician        | \$122.70           | \$122.70                       |
| Field Office Manager           | \$134.50           | \$150.10                       |
| Project Schedule Reviewer      | \$189.30           | \$211.30                       |
| Construction Cost Estimator    | \$189.30           | \$211.30                       |
| Registered Landscape Architect | \$144.30           | \$144.30                       |
| Registered Land Surveyor       | \$142.00           | \$142.00                       |
| Project Administrator          | \$219.30           | \$219.30                       |

Rates rounded to the nearest \$.10

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HELPING BUILD THE SOUTHWEST SINCE 1996

**Firm Name:** Consultant Engineering, Inc

**Project/Contract Description** Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**Overhead %** 164.37%

**Profit %** 10%

|                                | A                 | B        | C       | D            |
|--------------------------------|-------------------|----------|---------|--------------|
| DISCIPLINE                     | DIRECT LABOR RATE | OVERHEAD | PROFIT  | BILLING RATE |
| Project Manager                | \$71.83           | \$118.07 | \$18.99 | \$219.30     |
| Sr. Resident Engineer, PE      | \$86.06           | \$141.45 | \$22.75 | \$262.80     |
| Resident Engineer, PE          | \$66.33           | \$109.03 | \$17.54 | \$202.50     |
| Inspection Supervisor/Manager  | \$54.65           | \$89.82  | \$14.45 | \$166.90     |
| Sr. Construction Inspector     | \$46.14           | \$75.84  | \$12.20 | \$140.90     |
| Construction Inspector         | \$42.97           | \$70.63  | \$11.36 | \$131.20     |
| Construction Technician        | \$40.17           | \$66.03  | \$10.62 | \$122.70     |
| Field Office Manager           | \$44.04           | \$72.39  | \$11.64 | \$134.50     |
| Project Schedule Reviewer      | \$62.00           | \$101.91 | \$16.39 | \$189.30     |
| Construction Cost Estimator    | \$62.00           | \$101.91 | \$16.39 | \$189.30     |
| Registered Landscape Architect | \$47.27           | \$77.69  | \$12.50 | \$144.30     |
| Registered Land Surveyor       | \$46.50           | \$76.43  | \$12.29 | \$142.00     |
| Project Administrator          | \$31.50           | \$51.78  | \$8.33  | \$96.20      |
| 1 Man Survey Crew              | \$59.96           | \$98.55  | \$15.85 | \$183.10     |
| 2 Man Survey Crew              | \$92.27           | \$151.67 | \$24.39 | \$281.70     |

Rates rounded to the nearest \$.10

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

**Tristar Engineering and Management, Inc.**

| <b>Job Title</b>           | <b>Hourly Rate</b> | <b>Overtime Rate (40+ hrs)</b> |
|----------------------------|--------------------|--------------------------------|
| Sr. Resident Engineer, PE  | \$264.38           | \$264.38                       |
| Resident Engineer, PE      | \$196.91           | \$196.91                       |
| Inspection Supervisor/Mgr. | \$161.65           | \$242.47                       |
| Sr. Construction Inspector | \$138.11           | \$207.17                       |
| Construction Inspector     | \$115.96           | \$173.94                       |
| Construction Technician    | \$93.10            | \$139.67                       |
| Field Office Manager       | \$129.99           | \$194.98                       |
| Project Administrator      | \$87.97            | \$131.96                       |
|                            |                    |                                |
|                            |                    |                                |

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**Firm Name:** Tristar Engineering and Management, Inc.

**Project/Contract Description** Construction Surveillance and Inspection Services for Pima County Right Of Way Projects

**Overhead %**

156.33%

**Profit %**

10%

|                            | A                 | B        | C       | D            |
|----------------------------|-------------------|----------|---------|--------------|
| DISCIPLINE                 | DIRECT LABOR RATE | OVERHEAD | PROFIT  | BILLING RATE |
| Sr. Resident Engineer, PE  | \$93.77           | \$146.58 | \$24.03 | \$264.38     |
| Resident Engineer, PE      | \$69.84           | \$109.17 | \$17.90 | \$196.91     |
| Inspection Supervisor/Mgr. | \$57.33           | \$89.62  | \$14.70 | \$161.65 *   |
| Sr. Construction Inspector | \$48.98           | \$76.57  | \$12.56 | \$138.11 *   |
| Construction Inspector     | \$41.13           | \$64.29  | \$10.54 | \$115.96 *   |
| Construction Technician    | \$33.02           | \$51.62  | \$8.46  | \$93.10 *    |
| Field Office Manager       | \$46.10           | \$72.07  | \$11.82 | \$129.99 *   |
| Project Administrator      | \$31.20           | \$48.77  | \$8.00  | \$87.97 *    |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

\*Overtime (hours exceeding 40 hours per work week) will be billed at 1.5 times Billing Rate per Exhibit B, Attachment 1

# QUALITY TESTING, LLC



**CIVIL ENGINEERING PROJECT SERVICES**  
Materials Testing | Inspection | Compliance Documentation  
Construction Administration | Quality Programs  
Geotechnical Services | Pavement Design

*We Make Quality Our Business*

CONSULTANT ENGINEERING, INC.  
10625 N. 25<sup>th</sup> Avenue, Suite 200  
Phoenix, AZ 85029  
ATTN: Trish Sumrall

RE: **PIMA COUNTY CONSTRUCTION SURVEILLANCE & INSPECTION SERVICES  
FOR TRANSPORTATION CIP PROJECTS**

## EXHIBIT B – COMPENSATION SCHEDULE

QUALITY TESTING, LLC (QT)  
QT PROJECT 22124.00  
SUB TO CEI

Date Prepared: 12/16/2022

## DIRECT LABOR

| Labor Position                | HOURLY BILLING RATE<br>(REG) | HOURLY BILLING<br>RATE (OT) |
|-------------------------------|------------------------------|-----------------------------|
| Project Manager               | \$ 180.81                    | \$ 180.81                   |
| Sr. Resident Engineer, PE     | \$ 260.81                    | \$ 260.81                   |
| Resident Engineer, PE         | \$ 226.07                    | \$ 226.07                   |
| Inspection Supervisor/Manager | \$ 170.47                    | \$ 200.04                   |
| Sr. Construction Inspector    | \$ 148.24                    | \$ 173.96                   |
| Construction Inspector        | \$ 118.62                    | \$ 139.20                   |
| Construction Technician       | \$ 89.98                     | \$ 105.59                   |
| Field Office Manager          | \$ 117.12                    | \$ 137.44                   |
| Project Schedule Reviewer     | \$ 205.52                    | \$ 205.52                   |
| Construction Cost Estimator   | \$ 205.52                    | \$ 205.52                   |
| Project Administrator         | \$ 180.81                    | \$ 180.81                   |

HOURLY BILLING RATE (REG) = (Direct Labor Rate)(100% + OH)(100% + FEE%)

HOURLY BILLING RATE (OT) = (Direct Labor Rate)(100% + OH)(100% + FEE%) + (Base Rate)(50%)

Direct Labor Rates = Typical Base Rates for the Position (do not vary for the contract)

## OTHER DIRECT COSTS

Vehicle & Communication Costs Included in OVERHEAD

Any Other Approved Direct Costs will be Billed as Pass Through Costs

## LAB TESTING CHARGES

See Attached "Construction Materials Testing Services Fee Schedule (Effective August 2022)" for Test Unit Prices

Unit Test Prices already include DIRECT LABOR

There is no additional charge associated with Lab Testing at QT Lab Facilities

Jeffery M. Schaper, PE  
Executive Vice-President  
Quality Testing, LLC

## **QUALITY TESTING, LLC**

| <b>Job Title</b>            | <b>Hourly Rate</b> | <b>Overtime Rate (40+ hrs)</b> |
|-----------------------------|--------------------|--------------------------------|
| Project Manager             | \$180.81           | \$180.81                       |
| Sr. Resident Engineer, PE   | \$260.81           | \$260.81                       |
| Resident Engineer, PE       | \$226.07           | \$226.07                       |
| Inspection Supervisor       | \$170.47           | \$200.04                       |
| Sr. Construction Inspector  | \$148.24           | \$173.96                       |
| Construction Inspector      | \$118.62           | \$139.20                       |
| Construction Technician     | \$89.98            | \$105.59                       |
| Field Office Manager        | \$117.12           | \$137.44                       |
| Project Schedule Reviewer   | \$205.52           | \$205.52                       |
| Construction Cost Estimator | \$205.52           | \$205.52                       |
| Project Administrator       | \$180.81           | \$180.81                       |
|                             |                    |                                |
|                             |                    |                                |

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## QUALITY TESTING, LLC

**Firm Name:**            **QUALITY TESTING, LLC**

**Project/Contract Description**      Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**Overhead %**

%162.00

**Profit %**

%10

|                             | A                 | B        | C       | D            |
|-----------------------------|-------------------|----------|---------|--------------|
| DISCIPLINE                  | DIRECT LABOR RATE | OVERHEAD | PROFIT  | BILLING RATE |
| Project Manager             | \$62.74           | \$101.64 | \$16.44 | \$180.81     |
| Sr. Resident Engineer, PE   | \$90.50           | \$146.60 | \$23.71 | \$260.81     |
| Resident Engineer, PE       | \$78.44           | \$127.08 | \$20.55 | \$226.07     |
| Inspection Supervisor       | \$59.15           | \$95.82  | \$15.50 | \$170.47     |
| Sr. Construction Inspector  | \$51.44           | \$83.33  | \$13.48 | \$148.24     |
| Construction Inspector      | \$41.16           | \$66.68  | \$10.78 | \$118.62     |
| Construction Technician     | \$31.22           | \$50.58  | \$8.18  | \$89.98      |
| Field Office Manager        | \$40.64           | \$65.83  | \$10.65 | \$117.12     |
| Project Schedule Reviewer   | \$71.31           | \$115.52 | \$18.68 | \$205.52     |
| Construction Cost Estimator | \$71.31           | \$115.52 | \$18.68 | \$205.52     |
| Project Administrator       | \$62.74           | \$101.64 | \$16.44 | \$180.81     |
|                             |                   |          |         |              |
|                             |                   |          |         |              |
|                             |                   |          |         |              |
|                             |                   |          |         |              |
|                             |                   |          |         |              |
|                             |                   |          |         |              |

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)



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## CONSTRUCTION MATERIALS TESTING SERVICES FEE SCHEDULE (Effective August 2022)

| UNIT      RATE (\$)                              |   |             | UNIT      RATE (\$)  |   |                 |
|--|---|-------------|--|---|-----------------|
| <b>CONCRETE AND MASONRY (Laboratory Testing)</b> |   |             | <b>SOIL &amp; AGGREGATE (Laboratory Testing) - Continued</b> |   |                 |
| 301  | Compressive Strength, Cylindrical Specimen (ASTM C39, AASHTO T22)           | Each 18.00  | 437  | Organic Impurities (ASTM C40)   | Each 225.00     |
| 302  | Flexural Beam Testing (ASTM C78, AASHTO T97)                                | Each 40.00  | 438  | Compressive Strength of CTB or Soil Cement Specimen (ARIZ 241a)                   | Each 94.00      |
| 303  | Obtain Concrete Cores (ASTM C42, AASHTO T24)                                | Each LABOR  | 439  | Organic Matter (LOI)  | Each 50.00      |
| 304  | Trim Concrete Specimen  | Each 9.00   | 440  | Sulfate & Chloride  | Each 80.00      |
| 305  | Masonry Grout Prisms, Compressive Strength (ASTM C1019)                     | Each 22.00  | 441  | Unit Weight & Voids in Aggregate (ASTM C29, AASHTO T19)                           | Each 110.00     |
| 306  | Mortar Cubes, Compressive Strength (ASTM C109)                              | Each 22.00  |  |   |                 |
| 307  | Mortar Cylinders, Compressive Strength (ASTM C780)                          | Each 22.00  | <b>ASPHALT MIXTURES (Laboratory Testing)</b>                 |   |                 |
| 308  | CMU, Net Area/Absorption (ASTM C 140)                                       | Each 57.00  | 501  | Core Bulk Specific Gravity/Thickness (ASTM D2726, AASHTO T166)                    | Each 20.00      |
| 309  | CMU, Compressive Strength (ASTM C140)                                       | Each 48.00  | 502  | Core Bulk Specific Gravity/Thickness (Coated) (ASTM D1188, AASHTO T275)           | Each 38.00      |
| 310  | CMU, Full Set (6 CMU Total)(ASTM C140)                                      | Set 320.00  | 503  | Drill AC Cores (up to 8" thickness)   | Each 30.00      |
| 311  | Masonry Prism, Grouted, Compressive Strength (ASTM C1314)                   | Each 110.00 | 504  | Ignition Oven - Calibration (per mix) (ASTM D6307, AASHTO T308)                   | Each 699.00     |
| 312  | Masonry Prism, Ungrouted, Compressive Strength (ASTM C1314, C140)           | Each 110.00 | 505  | Ignition Oven - Asphalt Cement Content (ASTM D6307, AASHTO T308)                  | Each 125.00     |
| 313  | Shotcrete Panel Core, Compressive Strength (ASTM C42, C39, AASHTO T22, T24) | Each 57.00  | 506  | Ignition Oven - Gradation (ASTM C136, AASHTO T27)                                 | Each 75.00      |
| 314  | Concrete Floor Moisture Vapor Emission Rate                                 | Each 35.00  | 507  | Marshall Specimen Bulk Density (ASTM D6926, D2726, AASHTO T245)                   | Set of 3 150.00 |
| 315  | Concrete Mix Design   | Each Quote  | 508  | Marshall Stability & Flow (ASTM D6927)  | Set of 3 18.00  |
| 316  | Measuring Length of Drilled Concrete Cores (AASHTO 148)                     | Each 20.00  | 509  | Maximum Specific Gravity of HMA Mixture (ASTM D2041, T209)                        | Set of 3 155.00 |
|  |   |             | 510  | Gyratory Compaction (ASTM D6925, D2726, AASHTO T312, T166)                        | Set of 2 190.00 |
| <b>SOIL &amp; AGGREGATE (Laboratory Testing)</b> |   |             | 511  | Nuclear Asphalt Content Gauge - Calibration (ASTM D4125, T287)                    | Each 750.00     |
| 401  | Bulk Density & Voids (ASTM C29, AASHTO T19)                                 | Each 57.00  | 512  | Moisture Induced Damage of HMA (TSR) (ASTM D4867, AASHTO T283)                    | Set of 6 550.00 |
| 402  | Flakiness Index (ARIZ 233C)   | Each 95.00  | 513  | Asphalt Concrete Mix Design   | Each Quote      |
| 403  | Flat & Elongated Particles in CA (ASTM D4791)                               | Each 112.00 | 514  | Quantitative Extraction of Hot Mix Asphalt (HMA)(ASTM D2172, AASHTO T164)         | Each Quote      |
| 404  | Fractured Particles in CA (Fractured Faces) (ASTM D5821)                    | Each 97.00  |  |   |                 |
| 405  | Abrasion of Coarse Aggregate (LA) (ASTM C131, AASHTO T96)                   | Each 225.00 | <b>ASPHALT CEMENT (Laboratory Testing)</b>                   |   |                 |
| 406  | Sulfate Soundness of Aggregates (ASTM C88, T104)                            | Each 320.00 | 601  | PG Verification (AASHTO M320)   | Each 980.00     |
| 407  | Uncompacted Voids of Fine Aggregate (ASTM C1252, AASHTO T304)               | Each 93.00  | 602  | PG Classification (AASHTO R29)  | Each 1200.00    |
| 408  | Moisture Determination (ASTM C566, D2216, D4944, AASHTO T265, T217)         | Each 18.00  | 603  | Dynamic Shear Rheometer (ASTM D7175, AASHTO T315)                                 | Each 230.00     |
| 409  | In-Situ Moisture / Unit Wt. (ring sample) (ASTM D2216, AASHTO T265)         | Each 36.00  | 604  | Dynamic Shear Rheometer, Temp Sweep (ASTM D7175, AASHTO T315)                     | Each 300.00     |
| 410  | Plasticity Index, Dry Prep (ASTM D4318, AASHTO T89, T90)                    | Each 85.00  | 605  | Bending Beam Rheometer (ASTM D6648, AASHTO T313)                                  | Each 300.00     |
| 411  | Plasticity Index, Wet Prep (ASTM D4318, AASHTO T89, T90)                    | Each 120.00 | 606  | Bending Beam Rheometer with RTFO/PAV Aging  | Each 600.00     |
| 412  | Proctor, Modified (ASTM D1557, AASHTO T180)                                 | Each 150.00 | 607  | Bending Beam with Physical Hardening (ASTM D6648, AASHTO T313)                    | Each 490.00     |
| 413  | Proctor, Standard (ASTM D698, AASHTO T99)                                   | Each 120.00 | 608  | Rotational Viscosity (ASTM D4402, AASHTO T316)                                    | Each 110.00     |
| 414  | Proctor, Soil Cement Mixtures (ASTM D558, AASHTO T134)                      | Each 150.00 | 609  | Rotational Viscosity, (ASTM D2994, ASTM D4878/D5018)                              | Each 150.00     |
| 415  | Sand Equivalent (ASTM D2419, AASHTO T176)                                   | Each 110.00 | 610  | Rotational Viscosity, Temp Sweep 3 Points (ASTM D4402, AASHTO T316)               | Each 260.00     |
| 416  | Sieve Analysis (ASTM C136, C117, AASHTO T27, T11)                           | Each 75.00  | 611  | Rotational Viscosity, Temp Sweep 4 Points (ASTM D4402, AASHTO T316)               | Each 300.00     |
| 417  | Specific Gravity/Absorption (Coarse Agg.)(ASTM C127, AASHTO T85)            | Each 57.00  | 612  | Pressure Aging Vessel (ASTM 6521, AASHTO R28)                                     | Each 230.00     |
| 418  | Specific Gravity/Absorption (Fine Agg.)(ASTM C128, AASHTO T84)              | Each 75.00  | 613  | Rolling Thin Film Oven (ASTM D2872, AASHTO T240)                                  | Each 150.00     |
| 419  | Specific Gravity of Soils (ASTM D854, AASHTO T100)                          | Each 150.00 | 614  | Rolling Thin Film Oven with Mass Loss (ASTM D2872, AASHTO T240)                   | Each 190.00     |
| 420  | pH Determination (ASTM D2976, ARIZ 236)                                     | Each 45.00  | 615  | Multiple Stress Creep Recovery (MSCR) (ASTM T7405, AASHTO T350)                   | Each 450.00     |
| 421  | Resistivity Determination (ARIZ 236)  | Each 57.00  | 616  | Absolute Viscosity (140°F, 60°C) (ASTM D2171, AASHTO T202)                        | Each 110.00     |
| 422  | Hydrometer Analysis (ASTM D422, AASHTO T88)                                 | Each 300.00 | 617  | Kinematic Viscosity (275°F, 135°C or 140°F, 60°C) (ASTM D2170, AASHTO T201)       | Each 150.00     |
| 423  | Shrinkage Factor (AASHTO T92)   | Each 150.00 | 618  | Ductility of Bituminous Materials (ASTM D113, AASHTO T51)                         | Each 150.00     |
| 424  | Expansion Index (ASTM D4829)  | Each 150.00 | 619  | Elastic Recovery (ASTM D6084, AASHTO T301)  | Each 150.00     |
| 425  | One Dimensional Swell/Settlement (ASTM D4546)                               | Each 150.00 | 620  | Flash & Fire Point, Cleveland Open Cup, (ASTM D92, AASHTO T48)                    | Each 110.00     |
| 426  | California Bearing Ratio (CBR) (3 points) (ASTM D1883, AASHTO T193)         | Each 600.00 | 621  | Flash & Fire Point, Cleveland Open Cup, co-polymer product (ASTM D92, AASHTO T48) | Each 150.00     |
| 427  | Direct Shear Test (per point)(ASTM D3080, AASHTO T236)                      | Each 94.00  | 622  | Penetration (@ Temperatures other than 77°F; 25°C) (ASTM D5, AASHTO T49)          | Each 115.00     |
| 428  | Unconfined Compressive Strength (ASTM D2166, AASHTO T208)                   | Each 94.00  | 623  | Penetration (@ 77°F; 25°C) (ASTM D5, AASHTO T49)                                  | Each 110.00     |
| 429  | One Dimensional Consolidation (ASTM D2435, AASHTO T216)                     | Each 150.00 | 624  | Penetration Grade (PG) Asphalt Verification (AASHTO M20)                          | Each 750.00     |
| 430  | Remolding Soil Sample (ARIZ 249)  | Each 38.00  | 625  | Softening Point of Bitumen (Ring & Ball) (ASTM D36, AASHTO T53)                   | Each 110.00     |
| 431  | Field Percolation Test (ASTM D3385)   | Each Quote  | 626  | Specific Gravity of Binder (ASTM D70, AASHTO T228)                                | Each 110.00     |
| 432  | Clay Lumps & Friable Particles in Aggregates (ASTM C142, AASHTO T112)       | Each 96.00  | 627  | Solubility of Asphalt Materials in Trichloroethylene (ASTM D2042, AASHTO T44)     | Each 190.00     |
| 433  | Collapse Potential of Soils (ASTM D5333)                                    | Each 150.00 | 628  | Water in Petroleum Products (ASTM D95, AASHTO T55)                                | Each 300.00     |
| 434  | Lightweight Pieces in Aggregate (ASTM C123, AASHTO T113)                    | Each 150.00 | 629  | Flash & Fire Point, Tag Open Cup (ASTM D3143, AASHTO T79)                         | Each 110.00     |
| 435  | Triaxial Shear Test (ASTM D7181/4767/2850, AASHTO T297/T296 )               | Each Quote  |  |   |                 |
| 436  | Durability Index (ASTM D3744)   | Each Quote  |  |   |                 |



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## CONSTRUCTION MATERIALS TESTING SERVICES FEE SCHEDULE (Effective August 2022)

|  |   | UNIT | RATE (\$) |  |   | UNIT    | RATE (\$) |
|--|---|------|-----------|--|---|---------|-----------|
| <b><u>ASPHALT RUBBER (Laboratory Testing)</u></b>                  |   |      |           | <b><u>EMULSIONS &amp; CUTBACK ASPHALT (Laboratory Testing) - Continued</u></b> |   |         |           |
| 650  | Brookfield Viscosity (ASTM D2994 or ASTM D5018)                           | Each | 150.00    | 735  | Abson Recovery (ASTMD1856, D2172, AASHTO T164)                        | Each    | 625.00    |
| 651  | Brookfield Viscosity Crack Sealant (ASTM D2196)                           | Each | 190.00    | 736  | Wet Track Abrasion, 1-Hour (ASTM D3910/ISSA TB100)                    | Each    | 280.00    |
| 652  | Rotational Viscosity (ASTM D4402, AASHTO T316)                            | Each | 110.00    | 737  | Wet Track Abrasion, 6-Day (ASTM D3910/ISSA TB100)                     | Each    | 350.00    |
| 653  | Resilience (ASTM D5329)   | Each | 110.00    | 738  | Monolayer Loaded Wheel Test (ISSA TB109)                              | Each    | 255.00    |
| 654  | Specific Gravity of Crumb Rubber (ASTM D1817, CT208)                      | Each | 230.00    | 739  | Wet Cohesion Test (ISSA TB109)  | Each    | 55.00     |
| 655  | Bulk Density of Crumb Rubber  | Each | 190.00    | <b><u>OTHER</u></b>  |   |         |           |
| 656  | Crumb Rubber Gradation (ASTM C136)  | Each | 110.00    | 802  | Floor Flatness/Levelness Testing (ASTM E1155)                         | Sq. Ft. | 0.025     |
| 657  | Haake Viscosity (ASTM D7741)  | Each | 110.00    | 803  | Bituminous Distributor Truck Transverse Spread Rate (ARIZ 411)        | Each    | 950.00    |
| 658  | Cone Penetration (ASTM D5329, AASHTO T59)                                 | Each | 110.00    | 820  | Steel (Bars) / Tension, Elongation, Strength (ASTM A615, ASTM A706)   | Each    | 120.00    |
| <b><u>EMULSIONS &amp; CUTBACK ASPHALT (Laboratory Testing)</u></b> |   |      |           | 821  | Steel (Bars) / Bend Test (ASTM A615, ASTM A706)                       | Each    | 120.00    |
| 701  | Emulsion Verification, RS-1, RS-2, SS-1, SS-1h (ASTM D977, AASHTO M140)   | Each | 1130.00   | 822  | Steel (Strand/Wire/Cable) / Tension, Elongation, Strength (ASTM A416) | Each    | 150.00    |
| 702  | Emulsion Verification, HFRS-2 (ASTM D977, AASHTO M140)                    | Each | 1130.00   |  |   |         |           |
| 703  | Emulsion Verification, QS-1H (ASTM D977, AASHTO M140)                     | Each | 1050.00   |  |   |         |           |
| 704  | Emulsion Verification, CRS-1, CRS-2, CSS-1, CSS-1h (ASTM D2397, M208)     | Each | 1130.00   |  |   |         |           |
| 705  | Emulsion Verification, CQS-1h (ASTM D2397, AASHTO M208)                   | Each | 1050.00   |  |   |         |           |
| 706  | Emulsion Verification, CQS-1h (MAG 713)                                   | Each | 1130.00   |  |   |         |           |
| 707  | Identification of Cationic Slow Setting Emulsion (AASHTO T59)             | Each | 150.00    |  |   |         |           |
| 708  | Identification of Cationic Slow Setting Emulsion (AASHTO T59, Section 27) | Each | 300.00    |  |   |         |           |
| 709  | Emulsified Asphalt/Aggregate Coating (AASHTO T59)                         | Each | 150.00    |  |   |         |           |
| 710  | Residue by Evaporation (ARIZ 512, AASHTO T59)                             | Each | 110.00    |  |   |         |           |
| 711  | Residue by Evaporation (ASTM D2393, CT331)                                | Each | 190.00    |  |   |         |           |
| 712  | Residue by Evaporation, Low Temperature (ASTM D7497)                      | Each | 300.00    |  |   |         |           |
| 713  | Residue and Oil Distillate by Distillation (ASTM D244, AASHTO T59)        | Each | 260.00    |  |   |         |           |
| 714  | Vacuum Distillation of Emulsion (ARIZ 504)                                | Each | 230.00    |  |   |         |           |
| 715  | Density of Emulsified Asphalt (ASTM D6837, AASHTO T59)                    | Each | 150.00    |  |   |         |           |
| 716  | Low Temperature Distillation (ASTM D244, AASHTO T59)                      | Each | 315.00    |  |   |         |           |
| 717  | Float Test (ASTM D139)  | Each | 150.00    |  |   |         |           |
| 718  | Distillate Fraction on Cutback (ASTM D402, AASHTO T78)                    | Each | 340.00    |  |   |         |           |
| 719  | Demulsibility (ASTM D244, AASHTO T59)                                     | Each | 150.00    |  |   |         |           |
| 720  | Cement Mixing Test (ASTM D6935)   | Each | 150.00    |  |   |         |           |
| 721  | Coating (SE214) (AASHTO T59)  | Each | 80.00     |  |   |         |           |
| 722  | High Float Emulsion Verification (ASTM D977, AASHTO M140)                 | Each | 1200.00   |  |   |         |           |
| 723  | Particle Charge (ASTM D244, AASHTO T59)                                   | Each | 110.00    |  |   |         |           |
| 724  | pH Determination (ASTM D1293)   | Each | 110.00    |  |   |         |           |
| 725  | Saybolt Furoil Viscosity (ASTM D88, AASHTO T72)                           | Each | 150.00    |  |   |         |           |
| 726  | Settlement, 5-Day (ASTM D244, AASHTO T59)                                 | Each | 230.00    |  |   |         |           |
| 727  | Sieve Test (ASTM D244, AASHTO T59)  | Each | 110.00    |  |   |         |           |
| 728  | Storage Stability, 1-Day (ASTM D244, AASHTO T59)                          | Each | 190.00    |  |   |         |           |
| 729  | Resistance to Water (ASTM D2939)  | Each | 300.00    |  |   |         |           |
| 730  | Resistance to Freezing (ASTM D2939)                                       | Each | 190.00    |  |   |         |           |
| 731  | Resistance to Heat (ASTM D2939)   | Each | 300.00    |  |   |         |           |
| 732  | Resistance to Kerosene (ASTM D2939)                                       | Each | 530.00    |  |   |         |           |
| 733  | Freezing (ASTM D6929, AASHTO T59)   | Each | 190.00    |  |   |         |           |
| 734  | Extraction for AC Content (AASHTO T164)                                   | Each | 300.00    |  |   |         |           |



Dec. 14, 2022

Wheat Design Group, Inc. has been approved by ADOT as a "Unit Price of Work" subconsultant. The fully burdened rates below were approved by the ADOT Office of Audit & Analysis on 07/18/2022 for ADOT Project No. 2022-002, approval code PAU 23.01.

Per your request, below are WDG's Fully Burdened Rates for the QCL:

Pima County Construction Surveillance On-Call  
SFQ-PO-2300005

**Consultant: Consultant Engineering, Inc.**

**Subconsultant: Wheat Design Group, Inc**

| Job Title                          | Hourly Rate | Overtime Rate (40+ hrs) |
|------------------------------------|-------------|-------------------------|
| Project Manager                    | \$160.00    | \$160.00                |
| Registered Landscape Architect     | \$102.00    | \$102.00                |
| Sr. Registered Landscape Architect | \$138.00    | \$138.00                |
| Designer                           | \$95.00     | \$95.00                 |

Signature:



Date: Dec. 14, 2022

**HDR CONSTRUCTION CONTROL CORPORATION**  
**COMPENSATION SCHEDULE (12 pages)**

**HDR Construction Control Corporation**

| <b>Job Title</b>                | <b>Hourly Rate</b> | <b>Overtime Rate<sup>1</sup> (40+ hrs)</b> |
|---------------------------------|--------------------|--|
| Project Manager                 | \$288.83           | \$288.83                                   |
| Sr. Resident Engineer, PE       | \$238.10           | \$238.10                                   |
| Resident Engineer, PE           | \$192.98           | \$192.98                                   |
| Inspection Supervisor/Manager   | \$157.24           | \$157.24                                   |
| Sr. Construction Inspector      | \$122.51           | \$122.51                                   |
| Construction Inspector          | \$101.39           | \$101.39                                   |
| Construction Technician         | \$90.87            | \$90.87                                    |
| Field Office Manager            | \$120.86           | \$120.86                                   |
| Project Schedule Reviewer       | \$192.18           | \$192.18                                   |
| Construction Cost Estimator     | \$224.90           | \$224.90                                   |
| Registered Landscape Architect  | N/A                | N/A  |
| Registered Land Surveyor        | \$143.66           | \$143.66                                   |
| Project Administrator           | \$143.73           | \$143.73                                   |
| Independent Construction Expert | \$246.38           | \$246.38                                   |

Notes:

1. Overtime premium is included in overhead as part of general indirect labor.

Signature: Maher Salah Vice President  
Name, Title

Date: 12/16/2022

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**Firm Name:** HDR Construction Control Corporation

**Project/Contract Description** Construction Surveillance And Inspection  
Services For Pima County Right Of Way Projects

**Overhead %** 120.1631%

**Profit %** 10%

|                                 | A                 | B        | C       | D                         | E            |
|---------------------------------|-------------------|----------|---------|---------------------------|--------------|
| DISCIPLINE                      | DIRECT LABOR RATE | OVERHEAD | PROFIT  | Direct Costs <sup>2</sup> | BILLING RATE |
| Project Manager                 | \$113.38          | \$136.24 | \$24.96 | \$14.25                   | \$288.83     |
| Sr. Resident Engineer, PE       | \$92.43           | \$111.07 | \$20.35 | \$14.25                   | \$238.10     |
| Resident Engineer, PE           | \$73.80           | \$88.68  | \$16.25 | \$14.25                   | \$192.98     |
| Inspection Supervisor/Manager   | \$59.04           | \$70.95  | \$13.00 | \$14.25                   | \$157.24     |
| Sr. Construction Inspector      | \$44.70           | \$53.72  | \$9.84  | \$14.25                   | \$122.51     |
| Construction Inspector          | \$35.98           | \$43.24  | \$7.92  | \$14.25                   | \$101.39     |
| Construction Technician         | \$31.64           | \$38.02  | \$6.97  | \$14.25                   | \$90.87      |
| Field Office Manager            | \$44.02           | \$52.90  | \$9.69  | \$14.25                   | \$120.86     |
| Project Schedule Reviewer       | \$78.43           | \$94.24  | \$17.27 | \$2.25                    | \$192.18     |
| Construction Cost Estimator     | \$91.94           | \$110.47 | \$20.24 | \$2.25                    | \$224.90     |
| Registered Landscape Architect  | N/A               | N/A      | N/A     | N/A                       | N/A          |
| Registered Land Surveyor        | \$58.39           | \$70.16  | \$12.86 | \$2.25                    | \$143.66     |
| Project Administrator           | \$58.42           | \$70.20  | \$12.86 | \$2.25                    | \$143.73     |
| Independent Construction Expert | \$100.81          | \$121.13 | \$22.19 | \$2.25                    | \$246.38     |
|                                 |                   |          |         |                           |              |
|                                 |                   |          |         |                           |              |
|                                 |                   |          |         |                           |              |

Notes:

- 2. Direct Costs not included in Overhead include Vehicle @ \$12/hr, Cell Phone @ \$0.75/hr, and Laptop/Internet @ \$1.50/hr

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Direct Costs

(E) Billing Rate (A+B+C+D)

Signature: Maher Salah Vice President  
Name, Title

Date: 12/16/2022

**Firm Name: ATEK Engineering Consultants**

| <b>Job Title</b>               | <b>Hourly Rate</b> | <b>Overtime Rate (40+ hrs)</b> |
|--------------------------------|--------------------|--------------------------------|
| Project Manager                | \$154.30           | \$154.30                       |
| Sr. Resident Engineer, PE      | \$154.30           | \$154.30                       |
| Resident Engineer, PE          | \$123.44           | \$123.44                       |
| Inspection Supervisor/Manager  | \$120.51           | \$180.77                       |
| Sr. Construction Inspector     | \$99.07            | \$148.61                       |
| Construction Inspector         | \$79.19            | \$118.79                       |
| Construction Technician        | \$71.70            | \$107.55                       |
| Field Office Manager           |                    |                                |
| Project Schedule Reviewer      |                    |                                |
| Construction Cost Estimator    |                    |                                |
| Registered Landscape Architect |                    |                                |
| Registered Land Surveyor       |                    |                                |
| Project Administrator          | \$65.72            | \$98.58                        |

Signature: Rafael Hernandez Principal  
Name, Title

Date: 12/16/22

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**Firm Name:** ATEK Engineering Consultants, LLC.

**Project/Contract Description** Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**Overhead %**

153.71%

**Profit %**

10.00%

|                                | A                 | B        | C       | D            |
|--------------------------------|-------------------|----------|---------|--------------|
| DISCIPLINE                     | DIRECT LABOR RATE | OVERHEAD | PROFIT  | BILLING RATE |
| Project Manager                | \$55.29           | \$ 84.98 | \$14.03 | \$153.30     |
| Sr. Resident Engineer, PE      | \$55.29           | \$84.98  | \$14.03 | \$153.30     |
| Resident Engineer, PE          | \$44.23           | \$67.99  | \$11.22 | \$123.44     |
| Inspection Supervisor/Manager  | \$43.18           | \$66.38  | \$10.96 | \$120.52     |
| Sr. Construction Inspector     | \$35.50           | \$54.57  | \$9.01  | \$99.08      |
| Construction Inspector         | \$28.38           | \$43.62  | \$7.20  | \$79.19      |
| Construction Technician        | \$25.69           | \$39.49  | \$6.52  | \$71.70      |
| Field Office Manager           |                   |          |         |              |
| Project Schedule Reviewer      |                   |          |         |              |
| Construction Cost Estimator    |                   |          |         |              |
| Registered Landscape Architect |                   |          |         |              |
| Registered Land Surveyor       |                   |          |         |              |
| Project Administrator          | \$23.55           | \$36.20  | \$5.97  | \$65.72      |
|                                |                   |          |         |              |
|                                |                   |          |         |              |
|                                |                   |          |         |              |
|                                |                   |          |         |              |

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

Signature: Rafael Hernandez Principal  
Name, Title

Date: 12/16/22

## 2022 LABORATORY TESTING RATES

### Laboratory Tests - Soils & Rock

|  |          |
|--|----------|
| Moisture-Density Relations (Proctors)                                  |          |
| Standard (ASTM D698 A, B)  | \$150.00 |
| Standard (ASTM D698 C)   | \$160.00 |
| Modified (ASTM D1557 A, B)   | \$150.00 |
| Modified (ASTM D1557 C)  | \$170.00 |
| One-Point (Method A - AZ232a)  | \$80.00  |
| Sieve Analysis (ASTM C136), each                                       |          |
| Fine Sieve Analysis, including Elutriation                             | \$65.00  |
| Full Sieve Analysis, Coarse & Fine (3/4" Max) (ASTM C136 & C117)       | \$85.00  |
| Full Sieve Analysis, Coarse & Fine (1" and Greater) (ASTM C136 & C117) | TBD      |
| -#200 Fraction Only (ASTM D1140)                                       | \$42.00  |
| Coarse Only (No Wash)  | \$35.00  |
| Hydrometer (ASTM D422)   | \$215.00 |
| Hydrometer, Double (ASTM D4221)  | \$415.00 |
| Plasticity Index (Atterberg limits) (ASTM D4318), each                 |          |
| Dry Preparation  | \$70.00  |
| Wet Preparation  | \$130.00 |
| Consolidation (ASTM D2435)   |          |
| Up to 16 tsf (no time rate of consolidation)                           | \$185.00 |
| Including time rate of consolidation for assigned loads                | TBD      |
| 1-D Swell or Collapse of Cohesive Soils (ASTM D4546)                   |          |
| Undisturbed (Swell, Constant Surcharge)                                | \$110.00 |
| Remolded (Swell, Constant Surcharge)                                   | \$130.00 |
| Remolded (Swell, Constant Surcharge w/ Swelling Pressure)              | \$255.00 |
| Collapse Potential of Soils (ASTM 5333)                                | \$150.00 |
| Moisture Content Only (ASTM D2216)                                     | \$22.00  |
| Undisturbed Moisture/Density (ASTM D2937)                              | \$27.00  |
| Expansion Index (ASTM D4829)   | \$168.00 |
| Permeability (ASTM D5084)  |          |
| In Situ  | \$325.00 |
| Remolded   | \$355.00 |
| Specific Gravity (ASTM C127/C128)                                      | \$87.00  |
| pH (ASTM 2976)   | \$25.00  |
| Resistivity (AZ 236)   | \$97.00  |
| Sand Equivalent (ASTM D2419)   | \$85.00  |
| % Organics (ASTM D2974, Method "C")                                    | \$80.00  |
| R Values (ASTM D2844)  | \$330.00 |
| Sulfate Contents (ARIZ 733a)   | \$45.00  |
| Chloride Contents (ARIZ 736a)  | \$45.00  |
| Sulfides Contents (EPA.376.1376.1)                                     | \$50.00  |

### Laboratory Tests - Concrete

|   |         |
|---|---------|
| Compression Tests (Curing & Capping) (ASTM C39)                 |         |
| Concrete Cylinder (4x8), Mortar Cylinders (includes mold), each | \$17.00 |
| Concrete Cylinder (6x12), (includes mold), each                 | \$19.00 |
| Grout Prisms, Mortar Cubes (includes mold), each                | \$20.00 |
| Hold Cylinders (4x8), Not Tested                                | \$17.00 |
| Hold Cylinders (6x12), Not Tested                               | \$19.00 |
| Flexural Beams (includes mold clean-up), each                   | \$75.00 |
| Concrete & Rock Cores (without trimming), each                  | \$30.00 |
| Concrete & Rock Cores (with trimming), each                     | \$35.00 |

## 2022 LABORATORY TESTING RATES

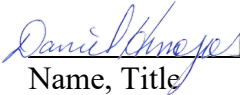
### Laboratory Tests - Asphaltic Concrete

|   |          |
|---|----------|
| Ignition & Gradation of Bituminous Mixtures (ASTM D2171)      | \$150.00 |
| Without Gradation (asphalt content)                           | \$100.00 |
| Marshall Bulk Density (Specific Gravity) (ASTM D2726)         |          |
| Field Sample (lab compacted)                                  | \$150.00 |
| Maximum Theoretical Specific Gravity, Rice (ASTM D2041), each | \$145.00 |
| Ignition Oven Calibration Factor (ASTM D6307), per mix        | \$600.00 |
| Uncompacted Void Content (ASTM C1252)                         | \$75.00  |
| Gyratory Compaction (ASTM D6925)                              | \$168.00 |
| AC Core Unit Weight & Thickness, each                         | \$50.00  |
| AC Core Thickness Only, each                                  | \$25.00  |

Rafael Hernandez, PE  
ATEK Engineering Consultants, LLC  
Principal

**Firm Name: DEIH, L.L.C.**

| Job Title                     | Hourly Rate | Overtime Rate (40+ hrs) |
|-------------------------------|-------------|-------------------------|
| Project Manager               | \$180.00    | \$180.00                |
| Sr. Resident Engineer, PE     | \$176.17    | \$176.17                |
| Resident Engineer, PE         | \$168.76    | \$168.76                |
| Inspection Supervisor/Manager | \$153.94    | \$185.89                |
| Sr. Construction Inspector    | \$129.24    | \$155.69                |
| Construction Inspector        | \$109.48    | \$131.63                |
| Construction Technician       | \$97.13     | \$116.43                |
| Field Office Manager          | \$129.24    | \$155.69                |
| Project Administrator         | \$109.48    | \$131.63                |
|                               |             |                         |
|                               |             |                         |
|                               |             |                         |
|                               |             |                         |

Signature:  Daniel Hinojos, Managing Member  
Name, Title

Date: 12/15/2022

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**Firm Name:** DEIH, L.L.C.

**Project/Contract Description** Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**Overhead %** 124.55%

**Profit %** 10%

|                               | A                 | B        | C       | D            |
|-------------------------------|-------------------|----------|---------|--------------|
| DISCIPLINE                    | DIRECT LABOR RATE | OVERHEAD | PROFIT  | BILLING RATE |
| Project Manager               | \$72.87           | \$90.76  | \$16.36 | \$180.00     |
| Sr. Resident Engineer, PE     | \$71.32           | \$88.83  | \$16.01 | \$176.17     |
| Resident Engineer, PE         | \$68.32           | \$85.09  | \$15.34 | \$168.76     |
| Inspection Supervisor/Manager | \$62.32           | \$77.62  | \$13.99 | \$153.94     |
| Sr. Construction Inspector    | \$52.32           | \$65.17  | \$11.75 | \$129.24     |
| Construction Inspector        | \$44.32           | \$55.21  | \$9.95  | \$109.48     |
| Construction Technician       | \$39.32           | \$48.98  | \$8.83  | \$97.13      |
| Field Office Manager          | \$52.32           | \$65.17  | \$11.75 | \$129.24     |
| Project Administrator         | \$44.32           | \$55.21  | \$9.95  | \$109.48     |
|                               |                   |          |         |              |
|                               |                   |          |         |              |
|                               |                   |          |         |              |
|                               |                   |          |         |              |
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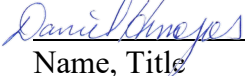
**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

Signature:  Daniel Hinojos, Managing Member  
Name, Title

Date: 12/15/2022

**Firm Name: Ninyo & Moore Geotechnical & Environmental Sciences Consultants**

---

| <b>Job Title</b>               | <b>Hourly Rate</b> | <b>Overtime Rate (40+ hrs)</b> |
|--------------------------------|--------------------|--------------------------------|
| Project Manager                |                    |                                |
| Sr. Resident Engineer, PE      |                    |                                |
| Resident Engineer, PE          |                    |                                |
| Inspection Supervisor/Manager  | \$116.90           | \$175.35                       |
| Sr. Construction Inspector     | \$109.52           | \$164.28                       |
| Construction Inspector         | \$70.39            | \$105.59                       |
| Construction Technician        | \$58.87            | \$88.31                        |
| Field Office Manager           |                    |                                |
| Project Schedule Reviewer      |                    |                                |
| Construction Cost Estimator    |                    |                                |
| Registered Landscape Architect |                    |                                |
| Registered Land Surveyor       |                    |                                |
| Project Administrator          | \$72.62            | \$108.93                       |
| Vehicle Costs                  | \$10.00            |                                |

Signature: *James L. Richards*, Controller  
Name, Title

Date: 12/16/22

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**Firm Name:** Ninyo & Moore Geotechnical & Environmental Sciences Consultants

**Project/Contract Description** Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**Overhead %**

137.9%

**Profit %**

8%

|                                | A                 | B        | C      | D            |
|--------------------------------|-------------------|----------|--------|--------------|
| DISCIPLINE                     | DIRECT LABOR RATE | OVERHEAD | PROFIT | BILLING RATE |
| Project Manager                | N/A               | N/A      | N/A    | N/A          |
| Sr. Resident Engineer, PE      | N/A               | N/A      | N/A    | N/A          |
| Resident Engineer, PE          | N/A               | N/A      | N/A    | N/A          |
| Inspection Supervisor/Manager  | \$45.63           | \$62.60  | \$8.67 | \$116.90     |
| Sr. Construction Inspector     | \$42.75           | \$58.65  | \$8.12 | \$109.52     |
| Construction Inspector         | \$27.48           | \$37.70  | \$5.21 | \$70.39      |
| Construction Technician        | \$22.98           | \$31.53  | \$4.36 | \$58.87      |
| Field Office Manager           | N/A               | N/A      | N/A    | N/A          |
| Project Schedule Reviewer      | N/A               | N/A      | N/A    | N/A          |
| Construction Cost Estimator    | N/A               | N/A      | N/A    | N/A          |
| Registered Landscape Architect | N/A               | N/A      | N/A    | N/A          |
| Registered Land Surveyor       | N/A               | N/A      | N/A    | N/A          |
| Project Administrator          | \$28.35           | \$38.89  | \$5.38 | \$72.62      |
| Vehicle Costs                  |                   |          |        | \$10.00      |
|                                |                   |          |        |              |
|                                |                   |          |        |              |
|                                |                   |          |        |              |


**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

Signature:  , Controller  
Name, Title

Date: 12/16/22

## Schedule of Fees for Laboratory Testing

### SOILS

|   |        |
|---|--------|
| Atterberg Limits, D 4318, T 89, T90                               | \$ 90  |
| California Bearing Ratio (CBR), D 1883                            | \$ 450 |
| Chloride and Sulfate Content, ARIZ 733, 736                       | \$ 100 |
| Clay Expansion, FHA Swell   | \$ 110 |
| Consolidation, D 2435, T 216-94                                   | \$ 250 |
| Crumb Test Dispersion Test, D 4647                                | \$ 60  |
| Direct Shear, D 3080, T236  | \$ 350 |
| Expansion Index, D 4829, UBC 18-2                                 | \$ 120 |
| Expansion Potential (Method A), D 4546                            | \$ 110 |
| Hydraulic Conductivity, D 5084                                    | \$ 300 |
| Hydrometer Analysis, D 7928, T 88-93                              | \$ 200 |
| Double Hydrometer Analysis, D 4221, T 88                          | \$ 400 |
| Lime Determination, pH Method, D 62765                            | \$ 210 |
| Standard Proctor Density, D 698                                   | \$ 175 |
| Standard Proctor Density Treated Soils, D 698                     | \$ 195 |
| Modified Proctor Density Treated Soils, D 1557, T 180-93, T 99-94 | \$ 205 |
| Miller Box Resistivity  | \$ 60  |
| Moisture, Ash, & Organic Matter of Peat/Organic Soils             | \$ 90  |
| Moisture Only, D 2216, T 265                                      | \$ 25  |
| Moisture and Density, D 2937                                      | \$ 35  |
| Permeability, CH, D 2434, T 215                                   | \$ 220 |
| pH and Resistivity, ARIZ 236 c                                    | \$ 100 |
| Pinhole Dispersion Test, D 4647                                   | \$ 245 |
| R-value, D 2844, T 190  | \$ 250 |
| Sand Equivalent, D 2419, T 176                                    | \$ 90  |
| Sieve Analysis, D 6913  | \$ 55  |
| Sieve Analysis, C-136 (includes 200 wash), D 6913, D 1140         | \$ 110 |
| Solubility  | \$ 80  |
| Specific Gravity, D 854, T 100-93                                 | \$ 85  |
| Sulfate & Chloride Content  | \$ 90  |
| Swell Test, D 4546  | \$ 290 |
| Thermal Resistivity (ASTM 5334, IEEE 442)                         | \$ 800 |
| Triaxial Shear, U.U., D 2850 per point                            | \$ 160 |
| Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt      | \$ 315 |
| Triaxial Shear, C.D, D 4767, T 297 per pt                         | \$ 375 |
| Unconfined Compression, D 2166, T 208                             | \$ 175 |

### MASONRY

|   |        |
|---|--------|
| Brick Absorption, C 67                              | \$ 65  |
| Brick Compression, C 67                             | \$ 30  |
| Brick Moisture, C 67                                | \$ 30  |
| CMU Block Compression Test, 8x8x16, C 140           | \$ 75  |
| CMU Block Moisture Content, C 140                   | \$ 70  |
| Core Compression                                    | \$ 35  |
| Concrete Block Linear Shrinkage, C 426              | \$ 150 |
| Grout Prisms Compressive Strength, C 1019           | \$ 40  |
| Masonry Grout, 4x4x8 prism compression, UBC 21-18   | \$ 22  |
| Masonry Mortar, 2x4 cylinder compression, UBC 21-16 | \$ 22  |
| Masonry Prism, half size, compression, UBC 21-17    | \$ 120 |
| Mortar Cubes Compressive Strength, C 109            | \$ 20  |

### REINFORCING AND STRUCTURAL STEEL

|  |        |
|--|--------|
| Chemical Analysis, A-36, A615                            | \$ 125 |
| Fireproofing Density Test, UBC 7-6                       | \$ 50  |
| Hardness Test, Rockwell, A-370                           | \$ 40  |
| High Strength Bolt, Nut & Washer Conformance, set, A-325 | \$ 150 |
| Mechanically Spliced Reinforcing Tensile Test, ACI       | \$ 80  |
| Pre-Stress Strand (7 wire), A 416                        | \$ 150 |
| Reinforcing Tensile or Bend up to No. 11, A 615 & A 706  | \$ 85  |
| Structural Steel Tensile Test: Up to 200,000 lbs., A 370 | \$ 100 |
| Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI  | \$ 80  |

### CONCRETE

|   |          |
|---|----------|
| Concrete Core Absorption ASTM C 497 Method A                    | \$ 85    |
| Concrete Core Compressive Strength, C 42, T 24-93               | \$ 90    |
| Concrete Coring Minimum Charge                                  | \$ 300   |
| Concrete Laboratory Mix Verification, excluding cylinders       | \$ 300   |
| Concrete Mix Design   | \$ 2,000 |
| Compression Tests, 6x12 Cylinder, C 39, T 22-92                 | \$ 22    |
| Drying Shrinkage, C 157   | \$ 300   |
| Flexural Test, C 78   | \$ 80    |
| Guniting/Shotcrete, Panels, 3 cut cores per panel and test, ACI | \$ 190   |
| Lightweight Concrete Fill Compression, C 495                    | \$ 40    |
| Measurement of Concrete Cores, ASTM C 174                       | \$ 20    |
| Rapid Chloride Permeability, C 1202                             | \$ 425   |
| Splitting Tensile Strength, C 496                               | \$ 95    |
| Time of Setting of Cement by Vicat Needle, C 191                | \$ 250   |

### ASPHALT

|  |          |
|--|----------|
| Asphalt Mix Design Review                                      | \$ 400   |
| Asphalt Mix Design, 5 points, Tex                              | \$ 1,500 |
| Asphalt Content/Gradation (Ignition Oven), T 308, D 6307       | \$ 200   |
| Bulk Density Lab Molded Samples, Tex 207F (per set)            | \$ 50    |
| Bulk Specific Gravity per specimen (non-absorptive), D 2726    | \$ 25    |
| Bulk Specific Gravity per specimen (coated), D 1188            | \$ 45    |
| Compressive Strength of Hot Mix Asphalt, T 167                 | \$ 275   |
| Extraction, % Asphalt, including Gradation, D 2172, T 164-94   |          |
| T 30-93, Tex 210F  | \$ 225   |
| Hveem Stability and Unit Weight CTM or ASTM, CT 366            | \$ 200   |
| Hveem Stability, Tex 208F (per set)                            | \$ 90    |
| Marshall Mix Design, Flow and Unit Weight, (set of 3) T 245-94 | \$ 215   |
| Marshall Mix Design  | \$ 3,500 |
| Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F      | \$ 125   |
| Molding Specimens, Tex 206F (per set)                          | \$ 55    |
| Tensile Strength Ratio D 4867, T283                            | \$ 350   |
| SuperPave Mix Design   | \$ 4,000 |

### AGGREGATES

|   |        |
|---|--------|
| Absorption, Coarse, C 127                             | \$ 50  |
| Absorption, Fine, C 128                               | \$ 75  |
| Alkali Reactivity, C 1260                             | \$ 750 |
| Alkali-Silica Reactivity, C 1567                      | \$ 750 |
| Clay Lumps and Friable Particles, C 142               | \$ 95  |
| Fractured Faces, NDOT, T 2303, ARIZ 212e              | \$ 140 |
| Los Angeles Abrasion, C 131 or C 535                  | \$ 180 |
| Moisture, C 566, T 255-92                             | \$ 25  |
| Mortar make properties of fine aggregate, C 87        | \$ 300 |
| Organic Impurities, C 40                              | \$ 50  |
| Sand Equivalent, D 2419, T 176                        | \$ 85  |
| Sieve Analysis, Coarse Aggregate, C 136               | \$ 110 |
| Sieve Analysis, Fine Aggregate (included wash), C 136 | \$ 110 |
| Sodium Sulfate Soundness (per size fraction), C 88    | \$ 240 |
| Specific Gravity, Coarse, C 127                       | \$ 125 |
| Specific Gravity, Fine, C 128                         | \$ 125 |
| Unit Weight C 29, T 19                                | \$ 50  |

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

Dec. 14, 2022

Wheat Design Group, Inc. has been approved by ADOT as a "Unit Price of Work" subconsultant. The fully burdened rates below were approved by the ADOT Office of Audit & Analysis on 07/18/2022 for ADOT Project No. 2022-002, approval code PAU 23.01.

Per your request, below are WDG's Fully Burdened Rates for the QCL:

Pima County Construction Surveillance On-Call  
SFQ-PO-2300005

**Consultant: HDR Construction Control Corporation**

**Subconsultant: Wheat Design Group, Inc**

| Job Title                          | Hourly Rate | Overtime Rate (40+ hrs) |
|------------------------------------|-------------|-------------------------|
| Project Manager                    | \$160.00    | \$160.00                |
| Registered Landscape Architect     | \$102.00    | \$102.00                |
| Sr. Registered Landscape Architect | \$138.00    | \$138.00                |
| Designer                           | \$95.00     | \$95.00                 |

Signature:



Date: Dec. 14, 2022



| Job Title                     | Hourly Rate | Overtime Rate (40+ hrs) |
|-------------------------------|-------------|-------------------------|
| Project Manager               | \$280.74    | \$280.74                |
| Sr. Resident Engineer, PE     | \$259.93    | \$258.93                |
| Resident Engineer, PE         | \$185.33    | \$185.33                |
| Inspection Supervisor/Manager | \$155.14    | \$180.60                |
| Sr. Construction Inspector    | \$135.28    | \$157.49                |
| Construction Inspector        | \$108.54    | \$126.36                |
| Construction Technician       | \$96.34     | \$112.15                |
| Field Office Manager          | \$127.48    | \$148.40                |
| Project Schedule Reviewer     | \$245.22    | \$245.22                |
| Construction Cost Estimator   | \$258.93    | \$258.93                |
| Project Administrator         | \$91.39     | \$106.39                |

\* Cost of living adjustment to be negotiated on annual basis per terms of contract.

## **Direct Expenses**

With prior approval from Pima County Department of Transportation, all additional direct and outside expenses will be reimbursed at cost

|              |   |
|--------------|---|
| Mileage      | Billed at County mileage rate when allowable      |
| Hotels/Meals | Established per Federal Guidelines when necessary |

**Firm Name:**
**Horrocks**
**Project/Contract Description**

Construction Surveillance and Inspection Services for Pima County  
Right Of Way Projects

**Overhead %**

176.93%

**Profit %**

10%

|                               | A                 | B        | C       | D            |
|-------------------------------|-------------------|----------|---------|--------------|
| DISCIPLINE                    | DIRECT LABOR RATE | OVERHEAD | PROFIT  | BILLING RATE |
| Project Manager               | \$92.16           | \$163.06 | \$25.52 | \$280.74     |
| Sr. Resident Engineer, PE     | \$85.00           | \$150.39 | \$23.54 | \$258.93     |
| Resident Engineer, PE         | \$60.84           | \$107.64 | \$16.85 | \$185.33     |
| Inspection Supervisor/Manager | \$50.93           | \$90.11  | \$14.10 | \$155.14     |
| Sr. Construction Inspector    | \$44.41           | \$78.57  | \$12.30 | \$135.28     |
| Construction Inspector        | \$35.63           | \$63.04  | \$9.87  | \$108.54     |
| Construction Technician       | \$31.63           | \$55.96  | \$8.76  | \$96.35      |
| Field Office Manager          | \$41.85           | \$74.05  | \$11.59 | \$127.48     |
| Project Schedule Reviewer     | \$80.50           | \$142.43 | \$22.29 | \$245.22     |
| Construction Cost Estimator   | \$85.00           | \$150.39 | \$23.54 | \$258.93     |
| Project Administrator         | \$30.00           | \$53.08  | \$8.31  | \$91.39      |

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)




---

| <b>Job Title</b>                     | <b>Hourly Rate</b> | <b>Overtime Rate (40+ hrs)</b> |
|--------------------------------------|--------------------|--------------------------------|
| Survey Crew (1 Man)                  | \$146.00           | \$219.00                       |
| Survey Crew (2 Man)                  | \$180.00           | \$270.00                       |
| Survey Crew (3 Man)                  | \$217.00           | \$325.50                       |
| Senior Project Manager (Principal)   | \$197.00           | \$295.50                       |
| Project Manager                      | \$148.00           | \$222.00                       |
| Drafting                             | \$111.00           | \$166.50                       |
| Registered Land Surveyor (Principal) | \$197.00           | \$295.50                       |
| Registered Land Surveyor             | \$191.00           | \$286.50                       |
| Project Administrator                | \$106.00           | \$159.00                       |
| Survey Technician                    | \$106.00           | \$159.00                       |



**Firm Name:** Darling Geomatics

**Project/Contract Description** Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**Overhead %** 125%

**Profit %** 8%

|                                      | A                 | B        | C        | D            |
|--------------------------------------|-------------------|----------|----------|--------------|
| DISCIPLINE                           | DIRECT LABOR RATE | OVERHEAD | PROFIT   | BILLING RATE |
| Survey Crew (1 Man)                  | \$ 60.08          | \$ 75.10 | \$ 10.81 | \$146.00     |
| Survey Crew (2 Man)                  | \$ 74.07          | \$ 92.59 | \$ 13.33 | \$180.00     |
| Survey Crew (3 Man)                  | \$ 89.30          | \$111.63 | \$ 16.07 | \$217.00     |
| Senior Project Manager (Principal)   | \$ 81.07          | \$101.34 | \$ 14.59 | \$197.00     |
| Project Manager                      | \$ 60.91          | \$ 76.13 | \$ 10.96 | \$148.00     |
| Drafting                             | \$ 45.68          | \$ 57.10 | \$ 8.22  | \$111.00     |
| Registered Land Surveyor (Principal) | \$ 81.07          | \$101.34 | \$ 14.59 | \$197.00     |
| Registered Land Surveyor             | \$ 78.60          | \$ 98.25 | \$ 14.15 | \$191.00     |
| Project Administrator                | \$ 43.62          | \$ 54.53 | \$ 7.85  | \$106.00     |
| Survey Technician                    | \$ 43.62          | \$ 54.53 | \$ 7.85  | \$106.00     |
|                                      |                   |          |          |              |

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

**Firm Name: DEIH, L.L.C.**

| <b>Job Title</b>              | <b>Hourly Rate</b> | <b>Overtime Rate (40+ hrs)</b> |
|-------------------------------|--------------------|--------------------------------|
| Project Manager               | \$180.00           | \$180.00                       |
| Sr. Resident Engineer, PE     | \$176.17           | \$176.17                       |
| Resident Engineer, PE         | \$168.76           | \$168.76                       |
| Inspection Supervisor/Manager | \$153.94           | \$185.89                       |
| Sr. Construction Inspector    | \$129.24           | \$155.69                       |
| Construction Inspector        | \$109.48           | \$131.63                       |
| Construction Technician       | \$97.13            | \$116.43                       |
| Field Office Manager          | \$129.24           | \$155.69                       |
| Project Administrator         | \$109.48           | \$131.63                       |
|                               |                    |                                |
|                               |                    |                                |
|                               |                    |                                |
|                               |                    |                                |

**Firm Name:**            **DEIH, L.L.C.**

**Project/Contract Description**            Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**Overhead %**

124.55%

**Profit %**

10%

|                               | <b>A</b>                 | <b>B</b>        | <b>C</b>      | <b>D</b>            |
|-------------------------------|--------------------------|-----------------|---------------|---------------------|
| <b>DISCIPLINE</b>             | <b>DIRECT LABOR RATE</b> | <b>OVERHEAD</b> | <b>PROFIT</b> | <b>BILLING RATE</b> |
| Project Manager               | \$72.87                  | \$90.76         | \$16.36       | \$180.00            |
| Sr. Resident Engineer, PE     | \$71.32                  | \$88.83         | \$16.01       | \$176.17            |
| Resident Engineer, PE         | \$68.32                  | \$85.09         | \$15.34       | \$168.76            |
| Inspection Supervisor/Manager | \$62.32                  | \$77.62         | \$13.99       | \$153.94            |
| Sr. Construction Inspector    | \$52.32                  | \$65.17         | \$11.75       | \$129.24            |
| Construction Inspector        | \$44.32                  | \$55.21         | \$9.95        | \$109.48            |
| Construction Technician       | \$39.32                  | \$48.98         | \$8.83        | \$97.13             |
| Field Office Manager          | \$52.32                  | \$65.17         | \$11.75       | \$129.24            |
| Project Administrator         | \$44.32                  | \$55.21         | \$9.95        | \$109.48            |

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

**Tristar Engineering and Management, Inc.**

| <b>Job Title</b>           | <b>Hourly Rate</b> | <b>Overtime Rate (40+ hrs)</b> |
|----------------------------|--------------------|--------------------------------|
| Sr. Resident Engineer, PE  | \$264.38           | \$264.38                       |
| Resident Engineer, PE      | \$196.91           | \$196.91                       |
| Inspection Supervisor/Mgr. | \$161.65           | \$242.47                       |
| Sr. Construction Inspector | \$138.11           | \$207.17                       |
| Construction Inspector     | \$115.96           | \$173.94                       |
| Construction Technician    | \$93.10            | \$139.67                       |
| Field Office Manager       | \$129.99           | \$194.98                       |
| Project Administrator      | \$87.97            | \$131.96                       |
|                            |                    |                                |
|                            |                    |                                |

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**Firm Name:** Tristar Engineering and Management, Inc.

**Project/Contract Description** Construction Surveillance and Inspection Services for Pima County Right Of Way Projects

**Overhead %**

156.33%

**Profit %**

10%

|                            | A                 | B        | C       | D            |
|----------------------------|-------------------|----------|---------|--------------|
| DISCIPLINE                 | DIRECT LABOR RATE | OVERHEAD | PROFIT  | BILLING RATE |
| Sr. Resident Engineer, PE  | \$93.77           | \$146.58 | \$24.03 | \$264.38     |
| Resident Engineer, PE      | \$69.84           | \$109.17 | \$17.90 | \$196.91     |
| Inspection Supervisor/Mgr. | \$57.33           | \$89.62  | \$14.70 | \$161.65 *   |
| Sr. Construction Inspector | \$48.98           | \$76.57  | \$12.56 | \$138.11 *   |
| Construction Inspector     | \$41.13           | \$64.29  | \$10.54 | \$115.96 *   |
| Construction Technician    | \$33.02           | \$51.62  | \$8.46  | \$93.10 *    |
| Field Office Manager       | \$46.10           | \$72.07  | \$11.82 | \$129.99 *   |
| Project Administrator      | \$31.20           | \$48.77  | \$8.00  | \$87.97 *    |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |
|                            |                   |          |         |              |

**Formulas:**

(A) Direct Labor Rate

(B) Overhead% x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

\*Overtime (hours exceeding 40 hours per work week) will be billed at 1.5 times Billing Rate per Exhibit B, Attachment 1

Dec. 14, 2022

Wheat Design Group, Inc. has been approved by ADOT as a "Unit Price of Work" subconsultant. The fully burdened rates below were approved by the ADOT Office of Audit & Analysis on 07/18/2022 for ADOT Project No. 2022-002, approval code PAU 23.01.

Per your request, below are WDG's Fully Burdened Rates for the QCL:

Pima County Construction Surveillance On-Call  
SFQ-PO-2300005

**Consultant: Horrocks**

**Subconsultant: Wheat Design Group, Inc**

| Job Title                          | Hourly Rate | Overtime Rate (40+ hrs) |
|------------------------------------|-------------|-------------------------|
| Project Manager                    | \$160.00    | \$160.00                |
| Registered Landscape Architect     | \$102.00    | \$102.00                |
| Sr. Registered Landscape Architect | \$138.00    | \$138.00                |
| Designer                           | \$95.00     | \$95.00                 |

Signature:



Date: Dec. 14, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Reseco Insurance Advisors, LLC<br>7901 N. 16th Street,<br>Suite 100<br>Phoenix AZ 85020 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 602-753-4250<br><b>FAX (A/C, No):</b> 602-419-2242<br><b>E-MAIL ADDRESS:</b> certificates@resecoauthors.com   |                               |  |        |             |                               |       |             |                           |       |             |                              |       |             |                               |       |             |  |  |             |  |  |
|--|--|-------------------------------|--|--------|-------------|-------------------------------|-------|-------------|---------------------------|-------|-------------|------------------------------|-------|-------------|-------------------------------|-------|-------------|--|--|-------------|--|--|
| <b>INSURED</b><br>Consultant Engineering, Inc.<br>10625 N. 25th Avenue, Suite 200<br>Phoenix AZ 85029      | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>National Fire Insurance Co.of</td><td>20478</td></tr><tr><td>INSURER B :</td><td>Valley Forge Insurance Co</td><td>20508</td></tr><tr><td>INSURER C :</td><td>Transportation Insurance Co.</td><td>20494</td></tr><tr><td>INSURER D :</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : | National Fire Insurance Co.of | 20478 | INSURER B : | Valley Forge Insurance Co | 20508 | INSURER C : | Transportation Insurance Co. | 20494 | INSURER D : | Continental Insurance Company | 35289 | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                        |  |        |             |                               |       |             |                           |       |             |                              |       |             |                               |       |             |  |  |             |  |  |
| INSURER A :  | National Fire Insurance Co.of  | 20478                         |  |        |             |                               |       |             |                           |       |             |                              |       |             |                               |       |             |  |  |             |  |  |
| INSURER B :  | Valley Forge Insurance Co  | 20508                         |  |        |             |                               |       |             |                           |       |             |                              |       |             |                               |       |             |  |  |             |  |  |
| INSURER C :  | Transportation Insurance Co.   | 20494                         |  |        |             |                               |       |             |                           |       |             |                              |       |             |                               |       |             |  |  |             |  |  |
| INSURER D :  | Continental Insurance Company  | 35289                         |  |        |             |                               |       |             |                           |       |             |                              |       |             |                               |       |             |  |  |             |  |  |
| INSURER E :  |  |                               |  |        |             |                               |       |             |                           |       |             |                              |       |             |                               |       |             |  |  |             |  |  |
| INSURER F :  |  |                               |  |        |             |                               |       |             |                           |       |             |                              |       |             |                               |       |             |  |  |             |  |  |

**COVERAGES****CERTIFICATE NUMBER:** 1766408735**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                       | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|---------------------------------|----------|--------------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                 |          |                          |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                  |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY     | Y                               | Y        | 7034095236               | 7/1/2022                | 7/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Comp/Coll Ded \$1,000/1,000                |
| D        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b><br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  | Y                               | Y        | 7034228836               | 7/1/2022                | 7/1/2023                | EACH OCCURRENCE \$10,000,000<br>AGGREGATE \$100,000,000<br>\$  |
| B<br>C   | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> | Y<br>N/A | 7034095253<br>7034095267 | 7/1/2022<br>7/1/2022    | 7/1/2023<br>7/1/2023    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000 |

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

Certificate holders and those parties, required by written contract, are included as Additional Insured with respects to the General Liability, Automobile Liability and Excess/Umbrella Liability on a primary and non-contributory basis, subject to all provisions and limitations of the policy. Waiver of Subrogation in favor of Certificate Holder and those parties required, by written contract, applies to the General Liability, Automobile Liability and Employers Liability/Workers Compensation, subject to all provisions and limitations of the policy.

Umbrella Policy covers General Liability in Underlying Policy Numbers-680-2J511314-22-47 and 680-2J511295-22-47. CEI Project number - 0122033.00  
Project Name - Construction Surveillance And Inspection Services For Pima County Right Of Way Projects

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| Pima County Procurement Department<br>Design & Construction Division<br>150 W Congress St<br>5th Flr<br>Tucson AZ 85701 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7034095236

Policy Effective Date: 07/01/2022

Policy Page: 92 of 341





- (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.



## Workers Compensation And Employers Liability Insurance Policy Endorsement

### 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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

#### Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7 34095253

Policy Effective Date: 07/01/2022

Policy Page: 35 of 62



**CNA Paramount Excess and Umbrella Liability  
Policy Declarations**

**POLICY DECLARATIONS**

**Named Insured and Mailing Address**

**Named Insured:**  
CONSULTANT ENGINEERING, INC

**Mailing Address:**  
10625 N 25TH AVE STE 200  
PHOENIX, AZ 85029-2733

**Policy Information**

**Policy Number:** 7034228836  
**Renewal of:**  
**Insurer's Name and Address:**  
The Continental Insurance Company  
151 N Franklin St  
Chicago, IL 60606

**Producer Information**

**Producer:**  
RESECO INSURANCE ADVISORS, LLC  
7901 N 16TH ST STE 100  
PHOENIX, AZ 85020-7426  
**Producer Code:** 560-081134

**Policy Period**

**07/01/2022 to 07/01/2023** at 12:01 a.m. Standard Time at your mailing address.

**Limits of Insurance**

|   |              |
|---|--------------|
| Each Incident Limit   | \$10,000,000 |
| Aggregate Limit   | \$10,000,000 |
| Aggregate <b>Products-Completed Operations Hazard</b> Limit | \$10,000,000 |
| Policy Aggregate Limit                                      | N/A          |
| <b>Crisis Management Expenses</b> Aggregate Limit           | \$300,000    |
| <b>Key Employee Replacement Expenses</b> Aggregate Limit    | \$100,000    |

**Self-Insured Retention**

Self-Insured Retention \$10,000

**Schedule of Underlying Insurance**

| Underlying Insurer<br>Policy Number<br>Policy Period<br>Note: | Underlying Insurance | Coverages | Limits of Insurance |
|---|----------------------|-----------|---------------------|
|---|----------------------|-----------|---------------------|



## CNA Paramount Excess and Umbrella Liability Policy Declarations

|   |                   |   |  |
|---|-------------------|---|--|
| Travelers Indemnity Co of America<br>680-2J511314-22-47<br>07/01/2022 to<br>07/01/2023<br>AZ      | General Liability | Each Occurrence Limit<br><br>General Aggregate Limit<br><br>Products/ Completed Operations Aggregate Limit<br>Personal and Advertising Injury Liability Limit<br><br>ALAE | \$1,000,000<br><br>\$2,000,000<br><br>\$2,000,000<br>\$1,000,000<br><br>Outside Limits |
| Travelers Property Casualty Co of Amer<br>680-2J511295-22-47<br>07/01/2022 to<br>07/01/2023<br>CA | General Liability | Each Occurrence Limit<br><br>General Aggregate Limit<br><br>Products/ Completed Operations Aggregate Limit<br>Personal and Advertising Injury Liability Limit<br><br>ALAE | \$1,000,000<br><br>\$2,000,000<br><br>\$2,000,000<br>\$1,000,000<br><br>Outside Limits |
| National Fire Insurance Company of Hartford<br>7034095236<br>07/01/2022 to<br>07/01/2023          | Auto Liability    | Combined Single Limit<br><br>ALAE   | \$1,000,000<br><br>Outside Limits  |

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7034228836

Policy Effective Date: 07/01/2022

Policy Page: 7 of 54



|  |                             |   |   |
|--|-----------------------------|---|---|
| Valley Forge Insurance Company<br>7034095253<br>07/01/2022 to 07/01/2023<br>AOS  | Employers Liability         | Bodily Injury by Accident- Each Accident Limit<br>Bodily Injury by Disease - Policy Limit<br>Bodily Injury by Disease - Each Employee Limit<br>ALAE | \$1,000,000<br>\$1,000,000<br>\$1,000,000<br>Outside Limits |
| In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy. |                             |   |   |
| In any jurisdiction, state, or province where the amount of Employers Liability Insurance provided by the Underlying Insurer(s) is by law "Unlimited", the underlying Employers Liability limit(s) shown in the above schedule do not apply and no coverage shall be provided for Employers Liability under this policy. |                             |   |   |
|  | Employers Liability         |   |   |
| Travelers Indemnity Co of America<br>680-2J511295-22-47<br>07/01/2022 to 07/01/2023<br>AZ  | Employee Benefits Liability | Each Occurrence Limit<br>Aggregate Limit  | \$1,000,000<br>\$1,000,000                                  |

#### Forms and Endorsements Attached to this Policy

See **SCHEDULE OF FORMS AND ENDORSEMENTS**

#### Premium

Form No: CNA75501XX (03-2015)  
Policy Declarations Page: 4 of 5  
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7034228836  
Policy Effective Date: 07/01/2022  
Policy Page: 9 of 54



**CNA Paramount Excess and Umbrella Liability**  
**Policy Declarations**

|  |  |
|--|--|
| Minimum Earned Premium   |  |
| Total Premium  |  |
| Premium includes the following amount for Certified Acts of Terrorism Coverage |  |

**Notices**

**Notice to insurer**

Address: CNA Claims Reporting  
P.O. Box 8317  
Chicago, IL 60680-8317

Fax #: 800-446-8632

Email Address: HPReports@CNA.com

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 5 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 7034228836

Policy Effective Date: 07/01/2022

Policy Page: 10 of 54



CONSU-1

OP ID: K2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |              |  |  |  |
|--|--|--------------|--|--|--|
| <b>PRODUCER</b><br>Stuckey Ins & Assoc Agencies<br>2850 E Camelback Rd, Suite 325<br>Phoenix, AZ 85016<br>Mary Lodwick |  | 602-264-5533 |  | <b>CONTACT NAME:</b> Kenneth Apte<br><b>PHONE (A/C, No, Ext):</b> 602-264-5533<br><b>FAX (A/C, No):</b> 602-279-9336<br><b>E-MAIL ADDRESS:</b> Kenneth.Apte@stuckeyinsurance.com |  |
| <b>INSURED</b><br>Consultant Engineering, Inc.<br>P O Box 37167<br>Phoenix, AZ 85069-7167                              |  |              |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |
|  |  |              |  | <b>INSURER A:</b> Phoenix Insurance Company  |  |
|  |  |              |  | <b>INSURER B:</b> Hartford Fire Ins Co   |  |
|  |  |              |  | <b>INSURER C:</b> Underwriters at Lloyds   |  |
|  |  |              |  | <b>INSURER D:</b>  |  |
|  |  |              |  | <b>INSURER E:</b>  |  |
|  |  |              |  | <b>INSURER F:</b>  |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |           |
|----------|---|-----------|----------|------------------|-------------------------|-------------------------|--|-----------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/><br><input type="checkbox"/><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X         | X        | 6802J511314      | 07/01/2022              | 07/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |           |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |           |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N / A    |                  |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |           |
| B        | Professional Liab   |           |          | 21 OH 0388959-22 | 07/01/2022              | 07/01/2023              | Claim/Agg  | 5M/5M     |
| C        | Cyber   |           |          | ESK0037153692    | 01/06/2022              | 07/01/2023              | Limit  | 3,000,000 |

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

Professional Liability - Claims Made - Retro Date 11/04/1991  
RE: CEI Project Number: 0122033.00; Project Name: Constuction Surveillance  
And Inspection Services for Pima County Right Of Way Projects; Pima County  
Contract Number: MA-PO-23-100  
Pima County, its departments districts, boards, commissions, officers,

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| <b>PIMAC-6</b><br><br>Pima County<br>Procurement Department Design<br>& Constuction Division<br>150 W Congress St., 5th Floor<br>Tucson, AZ 85701 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Mary Lodwick</i> |
|---|--|

**NOTEPAD:**

HOLDER CODE

**PIMAC-6****CONSU-1**

PAGE 2

INSURED'S NAME

**Consultant Engineering, Inc.****OP ID: K2**Date **12/21/2022**

officials, agents, and employees are named as additional insured's with respect to general liability insurance to liability arising out of activities performed by or on behalf of the consultant. Waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant for general liability.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CG2037 (07-04) ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

**A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".**

**CG 20 37 07 04**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CG361 (03-05) ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

**A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", PERSONAL INJURY OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:**

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

**B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY: THIS INSURED DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURRING, OR "PERSONAL INJURY" OR "ADVERTISING INJURY" ARISING OUT OF AN OFFENSE COMMITTED, AFTER:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CG361 (03-05) ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED; OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

**CG D3 61 03 05**

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# COMMERCIAL GENERAL LIABILITY 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, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "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 insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. 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.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and 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".

### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) 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. However, this subparagraph does not apply to:
    - (i) "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 produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) 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;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) 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 if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the 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;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) 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 or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) 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

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

**(6) An aircraft that is:**

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**h. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

**i. War**

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

- (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.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, 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 you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;



(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your 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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**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 if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your 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.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "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.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**t. Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. 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 does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Or Used Prior To Policy Period**

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

(1) 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) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

**o. War**

"Personal and advertising injury" arising out of:

(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.

**p. Unsolicited Communication**

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**q. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**r. Asbestos**

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) 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, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

#### s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

### COVERAGE C – MEDICAL PAYMENTS

#### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### 2. Exclusions

We will not pay expenses for "bodily injury":

##### a. Any Insured

To any insured, except "volunteer workers".

##### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

##### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

##### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

##### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

##### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

##### g. Coverage A Exclusions

Excluded under Coverage A.

### SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a 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.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

These payments will not reduce the limits of insurance.

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are 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 your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(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 (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

### (2) "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;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
  - (1) 50 feet long or less; and
  - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
    - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
  - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

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

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

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

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our 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.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
    - (iii) An executive officer or director of any other organization; or
    - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
  - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

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

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your 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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
  - a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "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".
4. "Bodily injury" means:
  - a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
  - a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "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 you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided 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 we agree to.
7. "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.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "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.** You have 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 your fulfilling the terms of the contract or agreement.
- 13.** "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 "premises damage" is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any 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;
  - f.** 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 party to pay for "bodily injury", "property damage" or "personal injury" 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 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;
- (2)** 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; or
- (3)** 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 Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "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".
- 15.** "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;
- but "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".
- 16.** "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 you own or rent;
  - 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 Paragraph **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;

**f.** Vehicles not described in Paragraph **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 any 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. Such land vehicles are considered "autos".

**17. "Occurrence" means:**

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

**b.** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**18. "Personal and advertising injury" means "personal injury" or "advertising injury".**

**19. "Personal injury":**

**a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:

- (a) Appropriates a person's name, voice, photograph or likeness; or
- (b) Unreasonably places a person in a false light.

**b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

**20. "Pollutants" mean 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.**

**21. "Premises damage" means:**

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1)** Fire;
- (2)** Explosion;
- (3)** Lightning;
- (4)** Smoke resulting from fire, explosion or lightning; or
- (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

**22. "Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1)** Products that are still in your physical possession; or
  - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a)** When all of the work called for in your contract has been completed.
    - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** 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.

- b.** Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**23. "Property damage" means:**

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will 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.

**24. "Slogan":**

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
  - (1)** Any person or organization, other than you; or
  - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.



- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages 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 are claimed and to which the insured submits with our consent.
- 26.** "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.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or
      - (c)** A person or organization whose business or assets you have 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.
- 31.** "Your work":
- a.** Means:
    - (1)** Work or operations performed by you or on your behalf; and
    - (2)** Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1)** Warranties or representations made at any time 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A.</b> Non-Owned Watercraft – 75 Feet Long Or Less</li> <li><b>B.</b> Who Is An Insured – Unnamed Subsidiaries</li> <li><b>C.</b> Who Is An Insured – Retired Partners, Members, Directors And Employees</li> <li><b>D.</b> Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</li> <li><b>E.</b> Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li><b>F.</b> Blanket Additional Insured – Controlling Interest</li> <li><b>G.</b> Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> </ul> | <ul style="list-style-type: none"> <li><b>H.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li><b>I.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li><b>J.</b> Incidental Medical Malpractice</li> <li><b>K.</b> Medical Payments – Increased Limit</li> <li><b>L.</b> Amendment Of Excess Insurance Condition – Professional Liability</li> <li><b>M.</b> Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</li> <li><b>N.</b> Contractual Liability – Railroads</li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

**e.** Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

**(1) "Bodily injury":**

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(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 (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**(2) "Personal injury":**

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(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 (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

**(3) "Property damage" to property:**

- (a) Owned, occupied or used by; or
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

**I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. INCIDENTAL MEDICAL MALPRACTICE**

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:  
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:  
**Sale Of Pharmaceuticals**  
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:  
"Incidental medical services" means:
  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:  
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

#### K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

#### L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

#### M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;  
subsequent to the signing of that contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Willis Towers Watson Midwest, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b> Willis Towers Watson Certificate Center<br><b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com  |                               |        |   |       |   |       |   |       |                   |  |                   |  |                   |  |
|--|---|-------------------------------|--------|---|-------|---|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|
| <b>INSURED</b><br>HDR Construction Control Corporation<br>1917 South 67th Street<br>Omaha, NE 68106                            | <table border="1"> <thead> <tr> <th data-bbox="815 424 1432 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1432 424 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1432 478"><b>INSURER A:</b> Liberty Mutual Fire Insurance Company</td> <td data-bbox="1432 451 1572 478">23035</td> </tr> <tr> <td data-bbox="815 478 1432 506"><b>INSURER B:</b> Ohio Casualty Insurance Company</td> <td data-bbox="1432 478 1572 506">24074</td> </tr> <tr> <td data-bbox="815 506 1432 533"><b>INSURER C:</b> Liberty Insurance Corporation</td> <td data-bbox="1432 506 1572 533">42404</td> </tr> <tr> <td data-bbox="815 533 1432 560"><b>INSURER D:</b></td> <td data-bbox="1432 533 1572 560"></td> </tr> <tr> <td data-bbox="815 560 1432 588"><b>INSURER E:</b></td> <td data-bbox="1432 560 1572 588"></td> </tr> <tr> <td data-bbox="815 588 1432 615"><b>INSURER F:</b></td> <td data-bbox="1432 588 1572 615"></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A:</b> Liberty Mutual Fire Insurance Company | 23035 | <b>INSURER B:</b> Ohio Casualty Insurance Company | 24074 | <b>INSURER C:</b> Liberty Insurance Corporation | 42404 | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |   |       |   |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER A:</b> Liberty Mutual Fire Insurance Company  | 23035   |                               |        |   |       |   |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Ohio Casualty Insurance Company  | 24074   |                               |        |   |       |   |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER C:</b> Liberty Insurance Corporation  | 42404   |                               |        |   |       |   |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>  |   |                               |        |   |       |   |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>  |   |                               |        |   |       |   |       |   |       |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>  |   |                               |        |   |       |   |       |   |       |                   |  |                   |  |                   |  |

## COVERAGES

CERTIFICATE NUMBER: W27144248

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |           |          |                    |                         |                         | EACH OCCURRENCE \$ 2,000,000  |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |           |          |                    |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000  |
|          | <input checked="" type="checkbox"/> Contractual Liability  | Y         | Y        | TB2-641-444950-032 | 06/01/2022              | 06/01/2023              | MED EXP (Any one person) \$ 10,000  |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          |                    |                         |                         | PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b>  |           |          |                    |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000  |
|          | <input checked="" type="checkbox"/> ANY AUTO   |           |          |                    |                         |                         | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS   | Y         | Y        | AS2-641-444950-042 | 06/01/2022              | 06/01/2023              | BODILY INJURY (Per accident) \$   |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |                    |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
| B        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB   |           |          |                    |                         |                         | EACH OCCURRENCE \$ 5,000,000  |
|          | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  | Y         | Y        | EUO (23) 57919363  | 06/01/2022              | 06/01/2023              | AGGREGATE \$ 5,000,000  |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |          |                    |                         |                         | \$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |           |          |                    |                         |                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER                                   |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  | Y/N       |          |                    |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000   |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   | No        | N/A      | WA7-64D-444950-012 | 06/01/2022              | 06/01/2023              | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000   |
|          |  |           |          |                    |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

## CERTIFICATE HOLDER

## CANCELLATION

|  |   |
|--|---|
| Pima County Department of Transportation<br>Attn: Judy Cooper<br>150 W. Congress St<br>5th Floor<br>Tucson, AZ 85701 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|



**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

|  |                         |  |  |
|--|-------------------------|--|--|
| AGENCY<br>Willis Towers Watson Midwest, Inc. |                         | NAMED INSURED<br>HDR Construction Control Corporation<br>1917 South 67th Street<br>Omaha, NE 68106 |  |
| POLICY NUMBER<br>See Page 1                  |                         | EFFECTIVE DATE: See Page 1   |  |
| CARRIER<br>See Page 1                        | NAIC CODE<br>See Page 1 |  |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: MA-PO-23-100 Construction Surveillance And Inspection Services For Pima County Right Of Way Projects.

Additional Insureds & Waiver of Subrogation: County, its departments, districts, boards, commissions, officers, officials, agents, and employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

**All locations owned by or rented to the Named Insured**

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** 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, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** 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, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or 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.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

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

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

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

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

|  |
|--|
| <b>Name Of Person(s) Or Organization(s):</b>   |
| As required by written contract  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-042  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

**If** you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

|   |
|---|
| <b>Name Of Person Or Organization: As required by written contract or agreement</b> |
|---|

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## 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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-012  
\$

Effective Date 06/01/2022

Premium

Issued to:HDR Construction Control Corporation

Policy Number TB2-641-444950-032  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

| Schedule   |  |                     |
|--|--|---------------------|
| Name of Other Person(s) / Organization(s):           | Email Address or mailing address:                    | Number Days Notice: |
| As required by written contract or written agreement | As required by written contract or written agreement | 30                  |

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-042  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

| Schedule   |                                   |                     |
|--|-----------------------------------|---------------------|
| Name of Other Person(s) / Organization(s):           | Email Address or mailing address: | Number Days Notice: |
| As required by written contract or written agreement |                                   | 30                  |

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

### Schedule

| Name of Other Person(s) / Organization(s):   | Email Address or mailing address: | Number Days Notice: |
|--|-----------------------------------|---------------------|
| As required by written contract or agreement |                                   | 30                  |

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-012 Effective Date 06/01/2022

Premium \$

Issued to HDR Construction Control Corporation

Endorsement

No.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |
|--|--|
| <b>PRODUCER</b> Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kctsu@lockton.com | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No. Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C, No):</b>  |
| <b>INSURED</b> 1016040 HDR CONSTRUCTION CONTROL CORPORATION<br>1917 SOUTH 67TH STREET<br>OMAHA NE 68106                                | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Lloyd's of London<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|  | <b>NAIC #</b><br>38253   |

**COVERAGES****CERTIFICATE NUMBER:** 19207251**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y / N <input type="checkbox"/> N / A   |           |          | NOT APPLICABLE |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX  |
| A        | ARCH & ENG PROFESSIONAL LIABILITY   | N         | N        | P001412200     | 6/1/2022                | 6/1/2023                | PER CLAIM: \$2,000,000<br>AGGREGATE: \$2,000,000.  |

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

RE: MA-PO-23-100 CONSTRUCTION SURVEILLANCE AND INSPECTION SERVICES FOR PIMA COUNTY RIGHT OF WAY PROJECTS.

**CERTIFICATE HOLDER****CANCELLATION** See Attachment**19207251**PIMA COUNTY DEPARTMENT OF TRANSPORTATION  
ATTENTION: JUDY COOPER  
150 W. CONGRESS ST  
5TH FLOOR  
TUCSON AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**This endorsement, effective:** 06/01/2022 12:01 A.M.

**Forms a part of policy no.:** P001412200

**Issued to:** HDR, Inc

**By:** Lloyd's of London

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#### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT**

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

- 1. First Named Insured** means the Named Insured shown in Item 1. of Declarations.
- 2. Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same



HORRENG-01

BHERRERABURCH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |        |
|---|--|--------|
| PRODUCER<br>American Insurance & Investment Corp.<br>448 South 400 East<br>Salt Lake City, UT 84111 | CONTACT NAME: Ashley Gallaher  |        |
|   | PHONE (A/C, No, Ext): (801) 364-3434 625 FAX (A/C, No): (801) 355-5234 |        |
|   | E-MAIL ADDRESS: Ashley.Gallaher@american-ins.com                       |        |
|   | INSURER(S) AFFORDING COVERAGE  | NAIC # |
|   | INSURER A : Hartford Fire Insurance Co.                                | 19682  |
| INSURED<br><br>Horrocks Engineers, Inc.<br>2162 W Grove Pkwy, Ste 400<br>Pleasant Grove, UT 84062   | INSURER B : Hartford Casualty Insurance Co                             | 29424  |
|   | INSURER C : Hartford Ins Co of The Midwest                             | 37478  |
|   | INSURER D : XL Specialty Insurance Company                             | 37885  |
|   | INSURER E :  |        |
|   | INSURER F :  |        |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         | X        | 34UUNOZ0016   | 7/1/2022                | 7/1/2023                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  | X         | X        | 34UENOZ0028   | 7/1/2022                | 7/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |          | 34XHUOZ0017   | 7/1/2022                | 7/1/2023                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below           |           | X        | 34WEOK8H0L    | 7/1/2022                | 7/1/2023                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| D        | Prof Liab Claim Made   |           |          | DPR9994645    | 7/1/2022                | 7/1/2023                | Per Claim 10,000,000  |
| D        | Retro date: 01/01/65   |           |          | DPR9994645    | 7/1/2022                | 7/1/2023                | Aggregate 10,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability Deductible \$250,000

Pima County Department of Transportation, its departments, districts, boards, commissions, officers, officials, agents, and employees are named as additional insured, per written contract, with regards to the General Liability and Auto Liability. Coverage is primary and non-contributory. Waiver of subrogation is in favor of the additional insureds, per written contract, with regards to the General Liability, Auto Liability, and Employers Liability. The umbrella follows form with the General Liability, Auto Liability, and Employers Liability policies. 30 days' notice cancellation is provided; 10 days for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| Pima County Procurement Design & Construction<br>150 W Congress St, 5th Flr<br>Tucson, AZ 85701 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |



# COMMERCIAL GENERAL LIABILITY 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, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

**(1) Professional health care services such as:**

- (a)** Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b)** Any health or therapeutic service, treatment, advice or instruction; or
- (c)** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

**(2) First aid services, which include:**

- (a)** Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b)** Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

**2. Exclusions**

This insurance does not apply to:

**a. 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.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1)** That the insured would have in the absence of the contract or agreement; or
- (2)** 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a)** Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b)** Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** 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:

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** 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 **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:

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

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

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) 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. However, this subparagraph does not apply to:
    - (i) "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) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) 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;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) 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 if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the 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;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) 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 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".

(2) Any loss, cost or expense arising out of any:

- (a) 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
- (b) 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### **g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is 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; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

#### **h. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **i. War**

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

- (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.

#### **j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, 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 you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your 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, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **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 if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your 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.

#### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "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.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **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.

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 you or others arising out of that which is described in Paragraph (1) or (2) above.

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

As used in this exclusion, 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.

**q. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**r. Asbestos**

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**s. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) 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
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA 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.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

## g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

## h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

## i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
  - (a) Copyright;
  - (b) Slogan; or
  - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

## j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

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

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) 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) 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".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (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.

**p. Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
  - (a) Your web site; or
  - (b) The presentation or functionality of an "advertisement" or other content on your web site.

**q. Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

**r. Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

**s. Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) 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
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA 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.

#### **u. Employment-Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### **v. Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

#### **w. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of 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.

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 you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

### **COVERAGE C MEDICAL PAYMENTS**

#### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

#### **2. Exclusions**

We will not pay expenses for "bodily injury":

##### **a. Any Insured**

To any insured, except "volunteer workers".

##### **b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

##### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

##### **d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

#### a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are 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 your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(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 Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

### (2) "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

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

#### c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

#### d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**e. Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **b. Lessors Of Equipment**

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **c. Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### **d. Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, 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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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; or
- 2. Supervisory, inspection, architectural or engineering activities.

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

#### **e. Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or



- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, 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:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

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.

### **SECTION III – LIMITS OF INSURANCE**

#### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### **2. General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

#### **3. Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

#### **4. Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

#### **5. Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

**b. Medical expenses under Coverage C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

**6. Damage To Premises Rented To You Limit**

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

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**7. Medical Expense Limit**

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

**8. How Limits Apply To Additional Insureds**

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

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

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

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our 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.

**d. Obligations At The Insureds Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

**(6) When You Are Added As An Additional Insured To Other Insurance**

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and
- (3)** We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

**1. "Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1)** Radio;
- (2)** Television;
- (3)** Billboard;
- (4)** Magazine;
- (5)** Newspaper; or
- b.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b.** An interactive conversation between or among persons through a computer network.

**2. "Advertising idea"** means any idea for an "advertisement".

**3. "Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

**4. "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".

**5. "Bodily injury"** means physical:

- a.** Injury;
- b.** Sickness; or
- c.** Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

**6. "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 **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 you in the territory described in **a.** above;
  - (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
  - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

**7. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

**8. "Employment-Related Practices"** means:

- a.** Refusal to employ that person;
- b.** Termination of that person's employment; or
- c.** 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.

**9. "Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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

**11. "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. You have 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 your fulfilling the terms of the contract or agreement.

**12. "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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement 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;
- f. 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 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 you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement 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.

However, 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; or

- (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.

**13. "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".

**14. "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;

but "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".

**15. "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 you own or rent;
- 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;
- 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 any 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. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

**17. "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;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic 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, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

**18. "Pollutants"** mean 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.

**19. "Products-completed operations hazard":**

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) 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.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

**20. "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 "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. 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.

**21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages 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 are claimed and to which the insured submits with our consent.

**22. "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.**

**23. "Volunteer worker" means a person who**

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have 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.**

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1) Warranties or representations made at any time 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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

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:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", 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 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought 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.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

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

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 34 WE OK8H0L

**Endorsement Number:**

**Effective Date:** 07/01/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** HORROCKS ENGINEERS INC  
2162 W GROVE PKWY STE 400  
PLEASANT GROVE UT 84062

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**

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative