



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/16/2021

or Procurement Director Award ☐

** = Mandatory, information must be provided*

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

See Purpose Below, Multiple Contractors

***Project Title/Description:**

Job Order Master Agreement: Flooring Services

***Purpose:**

Aztec Flooring LLC (Headquarters: Tucson, AZ), Continental Flooring Company (Headquarters: Scottsdale, AZ),
Flooring Systems of Arizona, Inc. (Headquarters: Tucson, AZ)

Award: Master Agreement No. MA-PO-21-121. This award of master agreement is recommended to the three (3) highest qualified contractors in an annual shared award amount not to exceed \$500,000.00 for an initial one (1) year term from 02/16/21 to 02/15/22 which may be extended for up to four (4) additional one-year terms. Administering Department: Facilities Management.

Board of Supervisors Policy D29.4 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 job order master agreement. For projects estimated at less than \$10,000.00 the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For projects estimated between \$10,000.00 and \$20,000.00 the department may select two (2) contractors to compete on the basis of cost or cost and schedule through a simplified quoting procedure. For projects greater than \$20,000.00, selection will be based on the responses to a simplified request for quotation covering either cost or cost and schedule from all the job order contractors. No individual Job Order may exceed \$150,000.00, including any change orders.

***Procurement Method:**

Solicitation for Qualifications No. SFQ-PO-2100007 was conducted in accordance with A.R.S. § 34-604 and Pima County Board of Supervisors Policy D 29.1. Three (3) responsive statements of qualifications were received and evaluated by a four (4) member committee using qualifications and experience-based criteria. Based on the evaluation of the respondents' written representations of their qualifications and necessary due diligence, the final list of the three (3) highest qualified contractors is recommended for award.

Attachments: Notice of Recommendation for Award and Master Agreement.

***Program Goals/Predicted Outcomes:**

The goal is to establish a Job Order Master Agreement with qualified contractors that provide flooring services.

***Public Benefit:**

The District is able to select a job order contractor to perform flooring services in an effective and efficient manner saving tax dollars.

***Metrics Available to Measure Performance:**

The job order contractors will be evaluated per BOS D29.1 using the standard contractor evaluation form that considers quality, cost, and construction management.

***Retroactive:**

No.

TD: COB 2-2-21

pgs: 182

Vers: 1

Contract / Award InformationDocument Type: MA Department Code: PO Contract Number (i.e.,15-123): 21-121Effective Date: 02/16/21 Termination Date: 02/15/22 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 500,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** Various FundsFunding 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.: _____

Effective 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): _____

Effective 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: Meagan Lynch, CPPB Meagan Lynch Digitally signed by Meagan Lynch Date: 2021.01.14 09:56:07 -0700 Division Manager: Terri Spencer Digitally signed by Terri Spencer Date: 2021.01.14 10:06:33 -0700Department: Procurement Mary Jo Furphy Digitally signed by Mary Jo Furphy Date: 2021.01.14 12:37:15 -0700 Telephone: 724-9071Department Director Signature/Date: _____ 1/14/21

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____ C. Buttrick 1/15/21
(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: January 14, 2021

The Procurement Department hereby issues formal notice to respondents to **Solicitation No. SFQ-PO-2100007 for Job Order Master Agreement: Flooring Services** that the following listed respondents will be recommended for award of a shared Master Agreement in the annual amount of \$500,000.00. The award action is scheduled to be performed by the Board of Supervisors on or after February 16, 2021.

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

AWARDEE NAMES

Aztec Flooring LLC
Continental Flooring Company
Flooring Systems of Arizona, Inc.

OTHER RESPONDENT NAMES

None

Issued by: Meagan Lynch, CPPB; Procurement Officer

Telephone Number: 520-724-9071

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

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT

PROJECT: JOB ORDER MASTER AGREEMENT:
FLOORING SERVICES

CONTRACTORS: Aztec Flooring LLC
1215 E Warehouse Ave
Tucson, AZ 85719

Continental Flooring Company
9319 N 94th Way, Suite 104
Scottsdale, AZ 85258

Flooring Systems of Arizona, Inc.
3501 E. Golf Links Rd
Tucson, AZ 85713

**MASTER
AGREEMENT NO.:** MA-PO-21-121

AMOUNT: \$500,000.00

FUNDING: Various Funds

JOB ORDER MASTER AGREEMENT

This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Aztec Flooring LLC, Continental Flooring Company, and Flooring Systems of Arizona, Inc., hereinafter called CONTRACTOR in the singular, CONTRACTORS in the plural, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY has a need to establish an Agreement with up to Four (4) Job Order Contractors for Flooring Services; and

WHEREAS, COUNTY conducted a competitive qualifications-based procurement pursuant to A.R.S. §34-604 for Job Order Contractors under Solicitation # SFQ-PO-2100007; and

WHEREAS, based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, COUNTY selected the three (3) highest qualified CONTRACTORS as Job Order Contractors; and

WHEREAS, the Job Order Contractors have agreed to be bound by and adhere to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 – BASIC TERMS, RENEWALS, EXTENSIONS AND REVISIONS:

This Master Agreement (Agreement), as approved by the Board of Supervisors commences on February 16, 2021 and terminates on February 15, 2022, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Job Order Contractors will be assigned and perform tasks and projects under this Agreement. 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 Board of Supervisors' or the Procurement Director's approval pursuant to BOS Policy D29.4.

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

Individual job orders will be implemented by issuing a Delivery Order (DO) to the selected Job Order Contractor 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", "Job Order", and "Contract" are used interchangeably in this Agreement.

For projects less than \$10,000.00, COUNTY may select a CONTRACTOR based on availability, specialty, or such other basis as COUNTY may determine in its sole discretion.

For projects between \$10,000.00 and \$20,000.00, COUNTY will select two (2) CONTRACTORS to compete on the basis of price or price and schedule through a simplified quoting procedure. Price may be either fixed price or a guaranteed maximum price.

For projects greater than \$20,000.00, all CONTRACTORS will compete on the basis of price or price and schedule through a simplified quoting procedure. Price may be either fixed price or a guaranteed maximum price.

CONTRACTOR(S) must provide a cost estimate (quote) within five (5) working days of the request for a quote in order to be considered eligible for award of the Job Order and must begin the work within five (5) working days of the beginning date on the Job Order (Notice to Proceed), unless otherwise specified in the COUNTY'S request.

No individual Job Order may exceed \$150,000.00, including change orders.

Construction completion time for work to be performed under this Agreement will be as stated in individual Job Orders issued under this Agreement. COUNTY will assess Liquidated damages against CONTRACTOR based upon the construction completion time, if so specified in a Job Order.

Each CONTRACTOR will select subcontractors in accordance with CONTRACTOR'S Subcontractor Selection Plan, incorporated herein by reference.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR will provide for COUNTY all labor, materials and equipment necessary to complete the work identified in individual Job Orders awarded to CONTRACTOR under this Agreement. The scope of work under this Agreement is more fully set forth in **Exhibit "A" Scope of Work (54 Pages)**, attached and incorporated herein. All work will be done per specifications called for in Job Orders, **Exhibit "B" General Conditions (12 Pages)**, **Exhibit "C" Special Conditions – Multiple Award Job Order Contract (12 Pages)**, and other documents incorporated into this Agreement, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

CONTRACTOR will provide detailed documentation in support of each requested payment. Any payments under this Article do not prevent COUNTY from objecting to charges after payment therefor in appropriate cases, or from seeking reimbursement for any such charges. Payments will be made in accordance with A.R.S. § 34-609 and 34-221.

CONTRACTOR must cite the Delivery Order number on all invoices.

For the period of record retention required under **Article 24**, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law. CONTRACTOR will not perform work in excess of the Delivery Order Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Agreement Amount without prior authorization by amendment is at CONTRACTOR'S own risk.

ARTICLE 4 – RESERVED

ARTICLE 5 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A-VII. COUNTY in no way warrants that the minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

5.1 Minimum Scope and Limits of Insurance:

CONTRACTOR will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Master Agreement have been met. The below Insurance Requirements are minimum requirements for this Master Agreement and in no way limit CONTRACTOR'S indemnity obligations under this Contract. COUNTY in no way warrants that the required insurance is sufficient to protect the CONTRACTOR for liabilities that may arise from or relate to this Contract. If necessary, CONTRACTOR may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

5.1.1 **Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

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

5.1.3 **Workers' Compensation (WC) and Employers' Liability** - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.
Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.

5.1.4 **Builder's Risk**- Insurance applies to this Agreement, but need not be provided unless required for a particular job order. If Builders Risk Insurance applies to a particular job order, then CONTRACTOR is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value of the work under the job order, which shall include "All Risk" coverage. **Pima County** shall be named as a "Loss Payee". CONTRACTOR is responsible for equipment, materials, and supplies until completion of the project and acceptance by COUNTY.

5.1.5 **Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

5.2 Additional Insurance Requirements:

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

5.2.1 **Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include **Pima County**, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of CONTRACTOR.

5.2.2 **Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall 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 CONTRACTOR.

5.2.3 **Primary Insurance:** The CONTRACTOR'S policies shall stipulate that the insurance afforded the CONTRACTOR shall be primary and that any insurance carried by COUNTY, its agents, officials, or employees shall be excess and not contributory insurance.

5.2.4 Insurance provided by the CONTRACTOR shall not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

5.3 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that COUNTY will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the COUNTY project or Master Agreement number and project description.

5.4 Verification of Coverage:

CONTRACTOR shall furnish COUNTY with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

5.4.1 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 Master Agreement must be in effect at, or prior to, commencement of work under this Master Agreement. Failure to maintain the insurance coverages or policies as required by this Master Agreement, or to provide evidence of renewal, is a material breach of contract.

5.4.2 All certificates required by this Master Agreement shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the COUNTY project or Master Agreement number and project description on the certificate. COUNTY reserves the right to require complete copies of all insurance policies required by this Master Agreement at any time.

5.5 Approval and Modifications:

COUNTY Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Master Agreement amendment, but the approval must be in writing. 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, or the COUNTY'S receipt of any other information from the CONTRACTOR, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

ARTICLE 6 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies, defends, and holds harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Agreement. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Agreement survive expiration or termination of the Agreement, unless expressly provided otherwise. 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.

Upon request, CONTRACTOR may fully indemnify and hold harmless any private property owner granting a right of entry to CONTRACTOR for the purpose of completing the project.

ARTICLE 7 – BONDING REQUIREMENTS

CONTRACTOR will file payment and performance bonds with COUNTY, as required by A.R.S. §§ 34-610 and 34-611, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this Agreement. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated

during the Agreement year or may be provided on a Job-Order by Job-Order basis; in the latter case, CONTRACTOR will anticipate additional Job Orders and provide bonds in reasonable increments. At no time will the cumulative value of the bonds be less than the total value of the construction performed by CONTRACTOR under this Agreement, including Job Orders awarded to CONTRACTOR but not yet completed. If bonds are secured on a Job-Order by Job-Order basis, the Contracting Department will obtain the appropriate bonds from CONTRACTOR upon issuance of a Job Order and prior to release of the Delivery Order.

ARTICLE 8 – COMPLIANCE WITH LAWS

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Agreement apply, but do not require an amendment.

ARTICLE 9 – INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of COUNTY and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 10 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Agreement and with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled 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, CONTRACTOR will obtain the approval of COUNTY.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Agreement. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, 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 CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUBCONTRACTORS have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. CONTRACTOR will not permit any SUBCONTRACTOR to perform work that does not fall within the scope of the SUBCONTRACTOR'S license, except as may be permitted under the rules of the Registrar of Contractors.

CONTRACTOR will be fully responsible for all acts and omissions of its SUBCONTRACTOR(S) and of persons directly or indirectly employed by a SUBCONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR 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 or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

ARTICLE 11 – ASSIGNMENT

CONTRACTOR will not assign its rights to this Agreement in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 12 – NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Agreement as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Agreement, CONTRACTOR 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.

ARTICLE 13 – AMERICANS WITH DISABILITIES ACT

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR will maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 14 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Agreement. If any court or administrative agency determines that COUNTY does not have authority to enter into this Agreement, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Agreement.

ARTICLE 15 – 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.

ARTICLE 16 – CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a CONTRACTOR to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 17 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Agreement within ten (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 CONTRACTOR. In this event, COUNTY may take over the work and complete it by Agreement or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
 - 1. Abandonment of or refusal or failure 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;

2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
3. Failure to provide competent supervision at the site;
4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material;
5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
6. Loss of CONTRACTOR'S 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 CONTRACTOR'S performance of this Agreement;
7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Agreement; or
8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

C. In the event of a termination for default:

1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. PIM COUNTY may withhold payments to CONTRACTOR arising under this or any other Agreement for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. Neither this Agreement nor any job order issued under this Agreement will be terminated for default or the CONTRACTOR responsible for damages under this Article, if—

1. Excepting item (8) in paragraph B 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 CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a Contract with COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTORS or suppliers.

2. CONTRACTOR, within three (3) 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 judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Agreement.
- F. If, after termination of the Agreement for default, it is determined that the CONTRACTOR 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.
- G. 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 Agreement.

ARTICLE 18 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Agreement at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (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 COUNTY, become its property. If COUNTY terminates the Agreement as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 19 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Agreement, COUNTY may terminate this Agreement if for any reason the COUNTY Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

ARTICLE 20 – NOTICES

Any notice required or permitted to be given by CONTRACTORS under this Agreement will be in writing and will be served by delivery or by certified mail upon the other Party as follows:

PIMA COUNTY:

Lisa Josker, Director
Facilities Management Department
150 W. Congress St. 3rd Floor
Tucson, Arizona 85701
Tel: 520-724-3085

Any Notice required or permitted to be given by COUNTY may be served by personal delivery or certified mail to CONTRACTOR'S contact name in CONTRACTOR'S electronic vendor record.

ARTICLE 21 - NON-EXCLUSIVE AGREEMENT

CONTRACTOR understands that this Agreement is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 22 - AGREEMENT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: COUNTY and CONTRACTOR in entering into this Agreement have relied upon information provided in SOLICITATION NO. SFQ-PO-2100007 – Job Order Master Agreement: Flooring Services, EXHIBIT "A" – SCOPE OF SERVICES, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT "B" - GENERAL CONDITIONS, EXHIBIT "C" - SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT, and on information provided in the CONTRACTOR'S response to this Solicitation, Job Orders and Modifications thereto, and all drawings and specifications referenced in this Agreement or included in such Job Orders as may be issued under this Agreement. These documents are hereby incorporated into and made a part of this Agreement by reference as if set forth in full herein. The CONTRACTOR'S respective Subcontractor Selection Plans are incorporated by reference; each CONTRACTOR shall be bound by the terms of its own Subcontractor Selection Plan.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Agreement, the Agreement Documents take precedence in the following order:
1. This Agreement
 2. Special Conditions – Multiple Award Job Order Contract
 3. General Conditions
 4. Special Provisions
 5. Subcontractor Selection Plan
 6. Job Orders
 7. Technical Specifications
 8. Contractor's Response to the Solicitation

The Parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Agreement documents. Any such agreement altering the order of precedence must be incorporated into this Agreement by Amendment.

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions takes precedence.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Agreement vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

ARTICLE 24 – BOOKS AND RECORDS

CONTRACTOR 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.

CONTRACTOR will retain all records relating to this Agreement at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

ARTICLE 25 – REMEDIES

Either Party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in ARTICLE 28 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.

ARTICLE 26 – 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.

ARTICLE 27 – DELAYS

Neither Party hereto is in default in the performance of its obligations hereunder 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.

ARTICLE 28 – DISPUTES

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Agreement or the Parties' obligations or performance hereunder, the dispute must be referred to COUNTY in writing with a request for review and response by COUNTY within a reasonable time. 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 COUNTY Department administering this Agreement and CONTRACTOR'S counterpart official, such meeting to be held within one (1) 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 including arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

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

ARTICLE 29 – PUBLIC INFORMATION

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 CONTRACTOR 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.

Any information submitted related to this Agreement that CONTRACTOR 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 should not include any information considered confidential.

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 ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, 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. CONTRACTOR will be notified 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.

ARTICLE 30 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each SUBCONTRACTOR who performs any work for CONTRACTOR under this Agreement likewise complies with the State and Federal Immigration Laws. COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any SUBCONTRACTOR in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any SUBCONTRACTOR'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 CONTRACTOR to penalties up to and including suspension or termination of this Agreement. If the breach is by a SUBCONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will advise each SUBCONTRACTOR of COUNTY'S rights, and the SUBCONTRACTOR'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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

ARTICLE 31 – ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor 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.

ARTICLE 32 - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated between the Parties as original signatures for all purposes.

(Remainder of page intentionally blank)

ARTICLE 33 – ENTIRE AGREEMENT

This document, in all its parts, together with Attachments and documents incorporated by reference constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the CONTRACTORS and the COUNTY have affixed their signatures to this Agreement on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

CONTRACTOR:

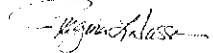
Firm Name

Authorized Officer Signature

Printed Name and Title

Date

APPROVED AS TO FORM:



Deputy County Attorney

Regina L. Nassen
Name (Please Print)

1/14/2021
Date

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Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

Regina L. Nassen

Name (Please Print)

1/14/2021

Date

CONTRACTOR:

Astel Flooring

Firm Name



Authorized Officer Signature

Russell W. Nayer owner

Printed Name and Title

1/27/2021

Date

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Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

Regina L. Nassen

Name (Please Print)

1/14/2021

Date

CONTRACTOR:

Continental Flooring Company

Firm Name



Authorized Officer Signature

Christopher L. Coleman, President

Printed Name and Title

1/20/2021

Date

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Chair, Board of Supervisors

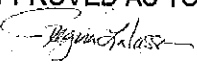
Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:



Deputy County Attorney

Regina L. Nassen

Name (Please Print)

1/14/2021

Date

CONTRACTOR:

FLOORING SYSTEMS OF AZ

Firm Name



Authorized Officer Signature

VICTOR CORALLA JR CEO

Printed Name and Title

1.15.21

Date

EXHIBIT "A"

SCOPE OF SERVICES (54 pages)

This is an indefinite quantity job order contract under which the CONTRACTOR will provide all labor, materials, management, supervision, services and coordination required to provide a full range of flooring services, all such work to be requested by the COUNTY from time to time by issuance of an individual job order for each individual project. This Agreement is not intended to be used for design, engineering or analytical purposes. These functions will be performed as needed by appropriate Pima County personnel or consultant on the Qualified Consultant List (QCL).

GENERAL REQUIREMENTS:

General Scope: Scope of work will include repair, replacement, and new installations of flooring in existing County-owned commercial buildings.

Specifications: All work under this Job Order Master Agreement shall be performed in accordance with the following Specification Sections attached and incorporated hereto as Exhibit "A" – Attachment 1 Product Specifications (50 Pages):

- 093013 – Ceramic Tiling (Porcelain)
- 096516 – Vinyl Sheet Flooring
- 096519 – Resilient Tile Flooring
- 096813 – Carpet Tile
- 096816 – Sheet Carpeting (Broadloom)
- 099726 – Cementitious Coatings

Services:

CONTRACTOR will provide all labor, materials, equipment, management, supervision, services, and coordination required to provide a full range of flooring services. The scope of work for each project cannot be precisely defined at this time, but the range of services CONTRACTOR may be responsible for includes, but is not limited to, such work typically provided by the following Flooring Services:

- Porcelain tiles
- Vinyl sheet goods
- Vinyl composition tiles
- Carpet tiles
- Broadloom carpet
- Rolled rubber base
- Sub-floor preparation

Post Construction Services: The CONTRACTOR shall supply all warranty and manufacturer's information to the Pima County Facilities Management (PCFM) Project Manager at the completion of project.

Warehouse Services: The CONTRACTOR shall provide warehouse space in which to store the surplus product remaining after each project, as described in the Product Specifications. The CONTRACTOR shall inform the county's project manager if any product required for a particular installation is available in the warehouse and the quantity of such material. Maintain an updated written inventory of all product, run number, color, and quantity. Provide an updated list to PCFM as inventory changes.

PCFM will contact the CONTRACTOR with a specific scope of service required, and identify the location of the project, and the start and end dates desired. Unless specified otherwise, the CONTRACTOR will provide all required materials, labor and equipment necessary to do the job. This will be determined by the COUNTY on a project by project basis. CONTRACTOR shall procure necessary materials and equipment in the most cost effective manner possible. COUNTY shall be invoiced for the actual quantity of materials and equipment used on the job.

The CONTRACTOR shall prepare a written estimate of the proposed work to be done for each project, and shall present same to the PCFM Project Manager within 3 working days of the request for quotation for approval and acceptance prior to beginning any work. The PCFM Project Manager will evaluate the response(s) and select award based on the procedures outlined in Exhibit "C" – Special Conditions – Multiple Award Job Order Master Agreement. Upon acceptance, the vendor will be notified of the impending award. Issuance of the delivery order shall be considered Notice to Proceed to the CONTRACTOR. The CONTRACTOR shall submit a preliminary project schedule within 5 days of receiving the NTP indicating the start and finish dates based on the scheduled delivery date of the product. Emergency repairs to any type of flooring material will begin within 4 hours.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests will be made using format as directed by COUNTY. NO PAYMENT REQUESTS WILL BE ACCEPTED UNTIL AFTER THE NOTICE TO PROCEED HAS BEEN ISSUED.

All work performed by the CONTRACTOR under this Contract shall be performed in a thorough and workmanlike manner, and in conformance with accepted industry standards. CONTRACTOR shall adhere to a fully implemented, industry mandated safety program while performing all work under this Contract.

The CONTRACTOR shall guarantee a four-hour or less response time for emergencies. The CONTRACTOR shall coordinate the work activities so as to minimize interference with the normal work activities of COUNTY staff. A large percentage of work issued under this Contract will be scheduled after normal business hours and on weekends.

During the progress of the work, the CONTRACTOR shall keep the premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris. Work areas shall be cleaned up daily. Upon completion of the project, the premises are to be left neat and clean.

Damage to building parts, existing items, or items being delivered, that are attributable to the CONTRACTOR shall be immediately reported to the PCFM Project Manager and repaired or replaced by the CONTRACTOR at no cost to COUNTY.

ORDERING AND SCHEDULING:

All work performed under this Contract shall be scheduled with PCFM Project Manager. The CONTRACTOR will not be paid for any work undertaken for another department which has not been directed by or approved by PCFM prior to its commencement.

COMPLETION AND ACCEPTANCE:

Each project issued under this Contract shall commence and be completed as agreed upon in each Notice to Proceed. Acceptance of the work shall be upon approval of the PCFM Project Manager.

PAYMENT:

Pay requests for projects issued under this Contract, shall conform to the provisions of Article 3 of the Contract.

No shop time, travel time or portal-to-portal charges shall be invoiced without the prior approval of PCFM.

WARRANTIES:

The CONTRACTOR shall warrant that all items provided, and workmanship performed pursuant to this Contract, complied with the specifications issued for the specific project, and conform to generally accepted procedures, practices and methods that are appropriate for the services provided. Any defective workmanship or materials discovered prior to or within two (2) years of acceptance of each project, shall be corrected by the CONTRACTOR at no further expense to, and to the satisfaction of the COUNTY. Ordinary wear and tear, and abnormal abuse or neglect, are excepted.

In the event that the CONTRACTOR shall fail to make such required repairs, adjustments, or other work that may become necessary by such defects, the COUNTY may affect those repairs, adjustments, or other work, and back charge the CONTRACTOR for costs incurred.

The CONTRACTOR shall provide the manufacturer's Warranty to the COUNTY prior to final payment by the COUNTY.

All warranties call for in this section shall be in addition to, and not in limitation of, all warranties, guaranties or other remedies required by law.

INSPECTION:

Inspectors may be assigned to monitor work issued under this Contract. These Inspectors will report the progress and quality of the work to the PCFM Project Manager. Inspectors may call attention of deficiencies to the CONTRACTOR, but shall not relieve the CONTRACTOR from any obligation to provide complete and accurate service that is satisfactory in every way.

In the case of any dispute arising between the Inspector and the CONTRACTOR, as to the manner of performing the work, the Inspector shall have the authority to suspend the work until the issue can be resolved by the PCFM Project Manager.

Inspectors shall in no case act as Foreman, or perform any other duties for the CONTRACTOR, or interfere with the management of the work by the CONTRACTOR. Inspection and Supervision by the COUNTY shall not be considered as direct control of individual workmen and his work. Such direct control shall remain solely the responsibility of the CONTRACTOR's Foreman or Superintendent.

SUPERVISION BY THE CONTRACTOR:

The CONTRACTOR shall supervise and direct all work and equipment, either scheduled, extra or emergency. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures for construction. The CONTRACTOR shall maintain and employ, at the work site, a qualified Foreman or Supervisor, who shall have been designated in writing by the CONTRACTOR as his site representative. This Foreman or Supervisor shall have the full authority to act on behalf of the CONTRACTOR and all communications given to the CONTRACTOR. The Foreman or Supervisor shall be present at the site as required to adequately perform his duties of supervision and coordination of the work.

PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

The CONTRACTOR shall properly guard and protect all finished and partially finished work, and shall remain responsible for same until the work is completed or accepted. Release of partial payment for work partially completed shall not relieve the CONTRACTOR from such responsibility. The CONTRACTOR shall turn over fully completed work including equipment documentation and blueprint as-built as applicable prior to receiving final payment.

DUST PREVENTION:

The CONTRACTOR shall take whatever steps, procedures, and methods are necessary, and provide whatever equipment and materials are necessary to prevent dust conditions to exist as a result of his work until that work is fully completed and accepted. He shall comply with the requirements of all applicable air quality standards, regulations and ordinances, during the entire course of the project. THIS IS NOT AN EXTRA PAY ITEM.

UTILITY LOCATION:

The CONTRACTOR shall be responsible to locate all utilities prior to commencing his work. THIS IS NOT AN EXTRA PAY ITEM.

SERVICES TO BE PROVIDED BY THE COUNTY:

The COUNTY shall provide the following items and services in support of the CONTRACTOR's work:

1. Pre-Proposal meeting and tour of the proposed site and existing conditions for each project.
2. Any as-built drawings and specifications that may exist for the facility.
3. Cost of any materials testing necessary to accomplish the Project.
4. Construction Documents prepared in support of the specific Project.
5. A PCFM Project Manager will be assigned to work with the CONTRACTOR throughout the term of the Project. All project communications must flow through the Project Manager.
6. Any information available regarding building utilities and services as required. This does not limit or negate the requirement of the CONTRACTOR to verify the field conditions.
7. Any reports and/or mitigation regarding asbestos-containing materials in COUNTY buildings. Pima County will contract directly with asbestos abatement contractors, should that be necessary, per the General Conditions.
8. Any building Materials and Finishes Standards.
9. Consultation with Risk Management Safety Officers and Hazardous Material Offices.

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EXHIBIT "A" – ATTACHMENT 1 (50 pages)

Product Specifications

Section 093013- Ceramic Tiling

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all Porcelain Tiles and related items as indicated and specified.
2. Ceramic Tiles.
3. Porcelain Tiles.
4. Thresholds and transitions.
5. Waterproof and crack-suppression membrane for thin-set installations.
6. Setting and grout materials.
7. Sealants.
8. Cementitious backer units.

B. Related Documents:

1. Section 099726 - Cementitious Coatings.

1.2 REFERENCES

- A. Facial Dimension: 18" x 18", 24" x 24", 12" x 24", 6" x 24"; Class 5 - Severe or Extra Heavy Rated Commercial Tiles
- B. Facial Dimension: 14" x 14" or 16" x 16"; Class 4 - Medium to Heavy Rated Commercial Tiles

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install tile and accessories after other finishing operations, excluding painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.4 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.
- D. Successful Contractor shall provide shop drawings showing locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.
- E. Provide samples of Porcelain Tile showing full range of colors and patterns available for each product proposed.
- F. Provide full-size samples of each type of trim and accessory for each color and finish required.
- G. Provide solid polymer sample thresholds in 6-inch (150-mm) lengths.
- H. Provide metal edge strip sample in 6-inch (150-mm) lengths.
- I. Provide manufacturer's product data for adhesives and sealants, including printed statement of VOC content.
- J. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- K. Master Grade Certificates for each shipment, type and composition of tile, signed by tile manufacturer and installer.
- L. Product Certificates for each type of product, signed by product manufacturer.
- M. Bond and moisture testing data (on a case by case basis).
- N. Availability and delivery time (submitted with each quote).

1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified tile (to be included in the Operating and Maintenance Manual).

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of Tiles: When product arrives it shall be separated from the shipment, checked, re-sealed and re-tagged with original labels identifying the manufacturer, brand name, quality, or grade, color, dye lot, pattern and fire hazard information. Maintenance materials will be at least one full box of full-size tiles.

- B. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.

1.7 QUALITY ASSURANCE

- A. Manufacturer qualifications and requirements: Shall be an established porcelain tile manufacturer for no less than ten (10) continual years.
- B. Vendor qualifications:
 - 1. Shall be approved by the manufacturer as an established flooring company for not less than five (5) continual years.
 - 2. Must be insured and bondable.
 - 3. Guarantee full value of replacement and installation of carpet tile for THREE (3) YEARS.
 - 4. Advise installer in proper procedures of installation.
 - 5. Inspect all tiles after manufacture for manufacturing defects.
 - 6. Inspect all surfaces to receive tile and recommended accessories.
- C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of tile pavers, trim units and threshold with no less than five (5) years of documented experience with installations of similar scope, materials and design.
- D. Source Limitations for Porcelain tile: Obtain each tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
- E. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from a single manufacturer and each aggregate from one source or producer.
- F. Source Limitations for Other products: Obtain each of the following products specified in this Section through one source from a single manufacturer for each product: Waterproofing, Backer Rods and Joint Sealants.
- G. Source Limitations for Other Products: Obtain each of the following products specified in this Section through one source from a single manufacturer for each product: Solid Polymer Thresholds, Reducers and Edge Strips.
- H. Mockups: Assembled samples with grouted joints for each type and composition of tile and for each color and finish required, at least 24" square and mounted on rigid panel. Use grout of type and in color or colors approved for completed work. Mockup shall be approved by Project Manager prior to beginning work.
- I. Concrete Slab Test Methods:
 - 1. Delmhorst Test Method as a preliminary test to determine moisture.
 - a. Perform one test per every 1000 sq. ft.

- b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
- 2. Calcium Chloride test method to determine moisture (on a case by case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.
- 3. Litmus Paper test method to determine Alkalinity
 - a. Perform one test per every 1000 sq. ft.
 - b. Provide written documentation on test results and submit to Owner.
 - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement in ANSI A137.1 for labeling sealed tile packages.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store materials in their undamaged cartons from weather, moisture, soiling and extreme temperatures.
- E. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.

1.9 SITE CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.
- C. Do not install tile over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.

1. Guarantee period is TWO (2) YEARS after the date of substantial completion per installation.
 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the TWO (2) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.
- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:

1. Dal-Tile International – Basis of Design

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Comply with ANSI Standard for Tile Installation Materials and current Tile Council of America Handbook for products and materials indicated for setting and grouting.
- C. Fabricate thresholds to sizes and profiles indicated or required to provide transition between adjacent floor finishes. Bevel edges at 1:2, slope aligning lower edge of bevel with adjacent floor finish. Limit height of bevel to ½ inch or less, and finish bevel to match face of threshold.
- D. Solid Polymer Thresholds: made from homogeneous solid sheets of filled plastic resin complying with ANSI A124.3, for Type 5 or Type 6, without pre-coated finish.

1. Preapproved manufacturers:

- a. Dupont Polymers.
- b. Per Manufacturer's installation instructions.

- E. Metal Thresholds and Transitions: non-slip complying with ADA.

1. Preapproved Manufacturers:

- a. Ceramic Tool Company Tranz
- b. Schluter Systems

- F. Metal Edge Strips: angle or L-shape, height to match tile and setting-bed thickness, metallic, combination of metal and PVC, or neoprene base, designed specifically for flooring applications, exposed-edge material.
 - 1. Preapproved Manufacturers:
 - a. Ceramic Tool Company Tranz
 - b. Schluter Systems
- G. Rubber Wall Base, Thresholds and Reducer Strips
 - 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick).
 - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal, or #147 Light Brown.
 - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials.
- H. Waterproofing and crack suppression for thin-set tile installations.
 - 1. Unreinforced, waterproof liquid applied membrane product: ANSI A118.10 consistency suitable for roll-on application and intended for use as waterproofing and crack suppression up to 1/16" in width.
 - a. Preapproved Manufacturers:
 - 1. Laticrete International Inc.
 - 2. Mapei Corporations; PRP M19
 - 3. As per manufacturer's installation instructions.
- I. Setting and Grouting Materials.
 - 1. Preapproved Manufacturers:
 - a. Laticrete International Inc.
 - b. Mapei Corporations; PRP M19.
 - c. As per manufacturer's installation instructions.
 - 2. Polymer-modified Cement Grout: ANSI A118.7; color as indicated in a non-wet application.
 - 3. Modified Epoxy Emulsion Mortar/Grout: ANSI A118.3; color as indicated in a non-wet application
 - 4. Polymer-modified Thin Set: ANSI A118.4
- J. Backer Rods and Elastomeric Sealants
 - 1. Closed cell backer rods as per manufacturer's instructions.

2. Multipart, pourable urethane sealant: ASTM C794; provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints, unless otherwise indicated.
 - a. Preapproved Manufacturers.
 1. Tremco
 2. Bostick
- K. Cementitious Backer Units complying with ANSI A118.9 in maximum lengths available to minimize end-to-end butt joints.
 1. Thickness: Manufacturer's standard thickness, but not less than ¼ inch.
 2. Width: Manufacturer's standard width, but not less than 32 inches.
 3. Preapproved Manufacturers:
 - a. C-Cure Board 990
 - b. Custom Building Products - Wonderboard
 - c. FinPan Inc.; Util-A-Crete Concrete Backer Board
- L. Trowelable Underlayments and patching Compounds: Latex-modified, Portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
 1. Preapproved Manufacturers:
 - a. Ardex
 - b. Mapei
- M. Mixing Mortars and Grout shall comply with referenced standards and manufacturer's written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 1. Verify that substrates for setting tile are firm, dry, clean, free of oil, waxy films, and curing compounds, and within flatness tolerances required by ANSI A108 Series of tile installation standards for installation indicated.
 2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.

3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
 4. Verify that joint locations on drawings.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item I, 1-3.
- C. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive tile. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
- B. Provide concrete substrates for tile floors installed with thin-set mortar that comply with flatness tolerances specified in referenced ANSI A108 Series of tile installation standards.
- C. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates per manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.
- D. Remove protrusions, bumps, and ridges by sanding or grinding.
- E. Blending: For tile exhibiting color variations within ranges selected during Sample submittals, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third party vendor under supervision of Flooring Contractor.
- C. Comply with ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in tile installation schedules.
- D. Comply with TCA installation methods indicated in tile installation schedules.
- E. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- F. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or build-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

- G. Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.
- H. Locate expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tile.
- I. Locate joints in tile surfaces directly above joints in concrete substrates.
- J. Prepare joints and apply sealants per manufacturers recommendation.
- K. Grout tile to comply with ANSI A108.10 or manufacturer's written instructions for type of tile installation.
- L. Where indicated, install cementitious backer units and treat joints to comply with ANSI A108.11 and manufacturer's written instructions for type of application indicated.
- M. Install waterproofing to comply with ANSI A108.13 and waterproofing manufacturer's written instructions to produce waterproof membrane of uniform thickness bonded securely to substrate.
- N. Install crack-suppression membrane to comply with manufacturer's written instructions to produce membrane of uniform thickness bonded securely to substrate.
- O. Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.
- P. Edge Strips: Install at locations indicated or where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations on completion of placement and grouting.
 - 1. Remove grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to manufacturer's written instructions, but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining cleaners are safe by testing on sample tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning.
 - 3. Flush surfaces with clean water before and after cleaning.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted.

3.6 PROTECTION

- A. When recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.

- B. Protect installed tile work with draft paper or other heavy covering during construction period to prevent staining, damage and wear.
- C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- D. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

End of Section 093013- Ceramic Tiling

Section 096516- Vinyl Sheet Flooring

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install sheet vinyl flooring and related items as indicated and specified.
 - 2. Sheet vinyl floor covering without backing.
 - 3. Adhesives.
 - 4. Related accessories.
 - 5. Bond and Moisture Tests.
- B. Related Documents:
 - 1. Section 099726 - Cementitious Coatings.

1.2 REFERENCES

- A. Definitions
 - 1. Sheet vinyl floor covering, non-layered, non-backed, homogeneous sheet vinyl with minimum binder content.

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install sheet vinyl and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.4 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive flooring. They are not meant to be scaled.
- D. Submit required samples for evaluation, along with Manufacturers' color charts consisting of actual sections of sheet vinyl showing full range of colors and patterns available for each product proposed.

- E. Successful Contractor(s) shall provide a seaming diagram for each project along with a written quote that reflects specific field conditions.
- F. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- G. Bond and moisture testing data (on a case by case basis).
- H. Availability and delivery time (submitted with each quote).

1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified sheet vinyl (to be included in the Operating and Maintenance Manual).

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of sheet vinyl (no scraps or pieces), exclusive of materials required to properly complete installation. When product arrives it shall be separated from the shipment, tagged with labels identifying the manufacturer, brand name quality or grade, color, dye lot, pattern, and fire hazard classification. Maintenance materials will be no less than two (2) percent of the total yardage or a 6'-6" x 16' piece, whichever is less.
- B. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.

1.7 QUALITY ASSURANCE

- A. Manufacturer qualifications and requirements: Shall be an established sheet vinyl manufacturer for no less than ten (10) continual years.
- B. Vendor qualifications:
 - 1. Shall be approved by the manufacturer as an established flooring company for not less than five (5) continual years.
 - 2. Must be insured and bondable.
 - 3. Guarantee full value of replacement and installation of sheet vinyl for THREE (3) YEARS.
 - 4. Advise installer in proper procedures of installation.
 - 5. Inspect all sheet vinyl after manufacture for manufacturing defects.
 - 6. Inspect all surfaces to receive sheet vinyl and recommend accessories.
- C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of sheet vinyl and in the techniques for heat-welding seams and flash coving. Installer must have a minimum of five (5) continual years' experience with the installation of commercial sheet vinyl flooring.
- D. Single-Source Responsibility for Sheet Vinyl: Obtain each type, color, and pattern of sheet vinyl from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.

E. Concrete Slab Test Methods:

1. Delmhorst Test Method as a preliminary test to determine moisture.
 - a. Perform one test per every 1000 sq. ft.
 - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
2. Calcium Chloride test method to determine moisture (on a case by case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.
3. Litmus Paper test method to determine Alkalinity.
 - a. Perform one test per every 1000 sq. ft.
 - b. Provide written documentation on test results and submit to Owner.
 - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Open roll of sheet vinyl in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original wrappings, clearly labeled with identifications of the manufacturer, brand name, quality or grade, fire hazard classifications and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.9 SITE CONDITIONS

- A. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- B. Do not install sheet vinyl floor coverings until it is at the same temperature as the space where it is to be installed.
- C. Do not install sheet vinyl floor coverings over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
 - 1. Guarantee period is THREE YEARS after the date of substantial completion per installation.
 - 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the THREE (3) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.
- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to be the minimum standards considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
 - 1. Armstrong – Basis of Design
 - 2. Roppe
 - 3. Mannington

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
 - 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick).
 - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal, or #147 Light Brown.
 - 2. Roppe extruded rubber threshold, binding strips and reducer strips with appropriate butting gauge tapered to meet abutting materials.
- C. Concrete Slab Primer: See section 099726 Cementitious Coatings. Allow one (1) bag Ardex featheredge Floor Prep per 900 square feet of VCT.
- D. Seamless-Installation Accessories:
 - 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.

- a. Color: to match floor covering.
- 2. Chemical-Bonding Compound: Manufacturer's product for chemically bonding seams.
- E. Integral-Flash-Cove-Base Accessories:
 - 1. Cove Strip: 7/8" radius provided or approved by manufacturer.
 - 2. Cap Strip: Rubber provided or approved by manufacturer.
- F. Seam Sealer: Formulation provided or approved by floor covering manufacturer for products indicated.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of sheet vinyl will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item E, 1-3.
- C. Existing VAT, VCT or sheet vinyl flooring: Remove all other materials to substrate. Do not install sheet vinyl until all conditions in Concrete Subfloors, Item B have been met.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive sheet vinyl floor coverings.
- B. Remove all ridges and other irregularities that will telegraph through sheet vinyl and/or compromise wearability; Fill cracks, holes and depressions.
- C. Clean floors of dust, dirt, solvents, oil, grease, plaster and other substances detrimental to proper performance of adhesives and sheet vinyl. Allow floors to dry thoroughly.
- D. Ensure concrete floors are free from scaling and irregularities and exhibit neutrality relative to acidity and alkalinity.
- E. Ensure floors are level, with maximum surface variation of 1/4" in 10 feet, non-cumulative (on a case by case basis).
- F. Ensure floors are level with a maximum surface variation of 1/8" where sheet vinyl terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.

- B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third party vendor under supervision of Flooring Contractor.
- C. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- D. Notify PCFM Project Manager if doors need to be undercut.
- E. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- E. During new construction or remodel, sequence VCT installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- H. Prior to installation, check matching of sheet vinyl to ensure there are no defects or visible variations between dye lots. If so, notify architect immediately.
- I. Lay out sheet vinyl to comply with the following requirements and as per seaming diagram.
 - 1. Maintain uniformity of sheet vinyl floor covering direction.
 - 2. Arrange for a minimum number of seams and place them in inconspicuous and low traffic areas, but, in no case less than six inches away from parallel joints in flooring substrates.
 - 3. Match edges of sheet vinyl for color shading and pattern at seams.
 - 4. Avoid cross seams.
- K. Extend sheet vinyl into toe spaces, door reveals, closets and similar openings.
- L. Scribe, cut and fit sheet vinyl to butt tightly to vertical surfaces, permanent fixtures and built-in furniture, including cabinets, pipes, outlets, edgings, thresholds and nosings.
- M. Install sheet vinyl on covers for telephone and electrical ducts and similar items occurring with finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
- N. Produce completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks or other surface imperfections.
- O. Heat-weld seams in sheet vinyl where indicated. Prepare, weld and finish seams to produce a surface flush with adjoining sheets.
- P. Integral Flash cove Base: Where indicated, cove sheet vinyl up vertical surfaces to form integral base height of 6" over plastic cove stick with top edge butted against and covered by rubber binding cap.
- Q. Hand roll sheet vinyl in both directions from center out to embed floor coverings in adhesive and eliminate trapped air. At walls, door casings, and other locations where access by roller is impractical, press floor coverings firmly in place with flat-bladed instrument.

- R. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- S. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than eighteen (18) inches per wall.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations immediately after installing sheet vinyl.
 - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by floor covering manufacturers.
 - 2. Sweep or vacuum floor thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted
- C. Initial mopping and floor polishing to be performed by Facilities Management janitorial services.

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods.
 - 1. Supply brown paper at least 4' wide.
 - 2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.
 - 3. Tape paper to prevent movement and maintain paper in newly completed areas until the entire project has been completed.

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SHEET VINYL FLOOR COVERING ALTERNATIVE PRODUCT CHECKLIST

Submitted prior to start of work. Must be approved by PCFM

Criteria	Minimum Standard	Proposed
Type	Homogenous sheet vinyl without backing	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Size	Nominal Thickness: 0.08" (min thickness)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Roll Size	6' x 90' length	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Abrasion Resistance	To ASTM D3884 with net weight loss after 1000 revolutions	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Chemical Resistance	5% acetic, 70% alcohol, white mineral oil, 5% sodium hydroxide, 5% hydrochloric acid, 5% sulfuric acid, 5% ammonia, 5.25% bleach, olive oil, kerosene, unleaded gasoline	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Coefficient of Friction (COF)	Surpasses ADA guidelines, situation specific	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Critical Radiant Flux	To ASTM E648 to meet Class 1 per NFPA 253 (0.45 watts/sq cm minimum)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	Reported dimensional change per ASTM F2199	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flexibility	Passes mandrel flexion per ASTM F137	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Hardness	Passes per ASTM D2240	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Heat Stability	Report results ≤ 8 per ASTM F1514 (7 days at 158°F)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Light Stability	Report results ≤ 8 per ASTM F1515 (300 hrs exposure to Xenon arc)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Smoke Density	To ASTM E662/NFPA 258 (<450)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Short-term Indentation	To ASTM F1914; 75 lb load on 0.25 diameter flat tip for 15 minutes; 0.007" maximum indent after 1 hour recovery	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Static Load Limit	To ASTM F970. Maximum residual compression at 0.005 inches after exposure to load noted on tested report after 24 hours	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
TVOC Emission Rate	To ASTM D5116 90 (0.132 @ 96 hours)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Post-Industrial Recycled Content	10% (LEED Certification MR 4.1)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Traffic Rating	Heavy Commercial/Extra Heavy	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Color	Multi-colored random chip, neutral colors (≥ 30), uniform disbursement throughout the thickness of wear layer	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Pattern	uniform disbursement throughout the thickness of each sheet	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Warranty	5 years on manufacturing defects	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Product Name		<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

End of Section 096516- Vinyl Sheet Flooring

Section 096519- Resilient Tile Flooring

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install vinyl composition tile and related items as indicated and specified.
2. Twelve (12") x Twelve (12") VCT.
3. Twelve (12") x Twelve (12") Bio-Based VCT.
4. Adhesives.
5. Related accessories.
6. Bond and Moisture Tests.

B. Related Documents:

1. General Requirements Division I.

1.2 REFERENCES

A. Definitions

1. Vinyl Composition Tile: Type 1 smooth; Class 2 through-pattern; Type IV, Composition 1 vinyl composition, asbestos-free

B. Scraps: Partial VCT tiles remaining after regularly scheduled installation.

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install VCT and accessories after other finishing operations, including painting, have been completed.**
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.**
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.**

1.4 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.**
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).**

- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive VCT. They are not meant to be scaled.
- D. Submit required samples for evaluation, along with Manufacturers' color charts consisting of actual sections of VCT showing full range of colors and patterns available for each product proposed.
- E. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- F. Bond and moisture testing data (on a case by case basis).
- G. Availability and delivery time (submitted with each quote).

1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified VCT (to be included in the Operating and Maintenance Manual).

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.
- B. Maintenance materials of VCT (no scraps or pieces), exclusive of materials required to properly complete installation. When product arrives it shall be separated from the shipment, tagged with labels identifying the manufacturer, brand name quality or grade, color, dye lot, pattern, and fire hazard classification. Maintenance materials will be no less than a full box (45 tiles).

1.7 QUALITY ASSURANCE

- A. Manufacturer qualifications and requirements: Shall be an established VCT manufacturer for no less than ten (10) continual years.
- B. Vendor qualifications:
 - 1. Shall be approved by the manufacturer as an established flooring company for not less than five (5) continual years.
 - 2. Must be insured and bondable.
 - 3. Guarantee full value of replacement and installation of VCT for THREE (3) YEARS.
 - 4. Advise installer in proper procedures of installation.
 - 5. Inspect all VCT after manufacture for manufacturing defects.
 - 6. Inspect all surfaces to receive VCT and recommend accessories.
- C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of VCT. Installer to have a minimum of five (5) continual years experience with the installation of VCT.

- D. Single-Source responsibility for VCT: Obtain each type, color, and pattern of VCT from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.

E. Concrete Slab Test Methods:

1. Delmhorst Test Method as a preliminary test to determine moisture.
 - a. Perform one test per every 1000 sq. ft.
 - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
2. Calcium Chloride test method to determine moisture (on a case by case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.
3. Litmus Paper test method to determine Alkalinity
 - a. Perform one test per every 1000 sq. ft.
 - b. Provide written documentation on test results and submit to Owner.
 - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Open cartons of tile in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original cartons, clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.9 SITE CONDITIONS

- A. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- B. Do not install VCT until it is at the same temperature as the space where it is to be installed.

- C. Do not install VCT over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
 - 1. Guarantee period is THREE YEARS after the date of substantial completion per installation.
- 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
 - B. Within the THREE (3) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.
- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

PART 2 – PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to be the minimum standards considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
 - 1. Armstrong – Basis of Design.
 - 2. Roppe
 - 3. Amtico

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
 - 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick).
 - a. 120 linear foot roll goods; **cut lengths (4' pieces) are not acceptable; no molded or preformed corners.**
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal, or #147 Light Brown.
 - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials.
- C. Concrete Slab Primer: See section 099726 Cementitious Coatings. Allow one (1) bag Ardex featheredge Floor Prep per 900 square feet of VCT.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of VCT will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item E, 1-3.
- C. Existing VAT, VCT or sheet vinyl flooring: Verify that all materials are tight and flat to the subfloor and well fastened at edges as per industry standards before proceeding with glue down installation of VCT.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive VCT.
- B. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and VCT. Allow floors to dry thoroughly.
- C. Ensure concrete floors are free from scaling and irregularities and exhibit neutrality relative to acidity and alkalinity.
- D. Ensure floors are level, with maximum surface variation of $\frac{1}{4}$ " in 10 feet, non-cumulative (on a case by case basis).
- E. Ensure floors are level with a maximum surface variation of $\frac{1}{8}$ " where VCT terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third party vendor under supervision of Flooring Contractor.
- C. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- D. Notify PCFM Project Manager if doors need to be undercut.
- E. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- F. During new construction or remodel, sequence VCT installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.

- G. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- H. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- I. Prior to installation, check matching of VCT to ensure there are no defects or visible variations between dye lots. If so, notify architect immediately.
- J. Lay tile in a checkerboard pattern with grain reversed in adjacent tiles unless otherwise specified. Avoid boarder tile pieces less than six (6) inches wide.
- K. Cut and fit VCT neatly around projections through floor and to walls and other vertical surfaces.
- L. Fit VCT snugly to walls or other vertical surfaces where no base is scheduled leaving no gaps.
- M. Install VCT on covers for telephone and electrical ducts and similar items occurring with finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
- N. Join seam in recommended manner so as not to detract from the appearance of the VCT installation and decrease its life expectancy. Ensure seams are straight, not overlapped or peaked, and free of gaps.
- O. Entire VCT installation to be laid tight and flat to subfloor, well fastened at edges and presenting a uniform, pleasing appearance. Ensure color, pattern and texture match within one area.
- P. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- Q. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than eighteen (18) inches per wall.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations immediately after installing VCT coverings.
 - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by floor covering manufacturers.
 - 2. Sweep or vacuum floor thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted
- C. Initial mopping and floor polishing to be performed by Facilities Management janitorial services.

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods.

1. Supply brown paper at least 4' wide.
2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.
3. Tape paper to prevent movement and maintain paper in newly completed areas until the entire project has been completed.

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Submitted prior to start of work. Must be approved by PCFM

End of Section 096519- Resilient Tile Flooring

Section 096813- Carpet Tile

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all Carpet Tiles and related items as indicated and specified.
2. Carpet Tiles.
3. Adhesives.
4. Related accessories.

B. Related Documents:

1. Section 099726 Cementitious Coatings.

1.2 REFERENCES

- A. Carpet Tile: Group I - Severe or Extra Heavy Rated Commercial Tufted Tiles

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install carpet tile and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Furniture: verify responsibility for moving of furniture for each project with county project manager.
- E. Systems Furniture lifting system: contractor shall have lift equipment available for use on any project and include that work in the project proposal.

1.4 SUBMITTALS

- A. Alternate product submittal: see Part 2 of this spec.
- B. Bond and moisture testing data (on a case by case basis).
- C. Availability and delivery time (submitted with each quote).

1.5 SURPLUS MATERIAL

- A. All surplus whole pieces of carpet tile and rubber base pieces longer than 15 feet, shall be added to JOC warehouse for future county projects.

1.6 QUALITY ASSURANCE

- A. Single-Source responsibility for carpet tile: Obtain each type, color, and pattern of carpet tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
- B. Concrete Slab Test Methods:
 - 1. Delmhorst Test Method as a preliminary test to determine moisture.
 - a. Perform one test per every 1000 sq. ft.
 - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
 - 2. Calcium Chloride test method to determine moisture (on a case by case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.
 - 3. Litmus Paper test method to determine Alkalinity
 - a. Perform one test per every 1000 sq. ft.
 - b. Provide written documentation on test results and submit to Owner.
 - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Open cartons of product in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original cartons, clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.8 SITE CONDITIONS

- A. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.

- B. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- C. Do not install carpet tile until it is at the same temperature as the space where it is to be installed.
- D. Do not install carpet tile over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.9 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
 - 1. Guarantee period is THREE YEARS after the date of substantial completion per installation.
 - 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the THREE (3) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
 - 1. The Mohawk Group – Basis of Design.
 - 2. Shaw Contract Group.
 - 3. Mannington Commercial.

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
 - 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick), or approved equal.
 - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal or #147 Light Brown.
 - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials, or approved equal.

- C. Schluter Systems.
- D. Concrete Slab Primer: See section 099726 Cementitious Coatings.
- E. Trowelable Underlayments and patching Compounds: See section 099726 Cementitious Coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of carpet tile will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.6 Quality Assurance, Item B, 1-3.
- C. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive carpet tile.
- B. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and carpet tile. Allow floors to dry thoroughly.
- C. Examine substrates to determine if there is any evidence of moisture, alkaline salts, carbonation or dust.
- D. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates (See Section 099726).
- E. Ensure floors are level, with maximum surface variation of 1/4" in 10 feet, non-cumulative (on a case by case basis).
- F. Ensure floors are level with a maximum surface variation of 1/8" where carpet tile terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- C. Notify PCFM Project Manager if doors need to be undercut.
- D. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.

- E. During new construction or remodel, sequence carpet tile installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- H. Lay carpet tile in the direction indicated on the back of the tiles and as per manufacturer's installation instructions.
- I. Cut and fit carpet tiles neatly around projections through floor and to walls and other vertical surfaces leaving no gaps.
- J. Entire carpet tile installation is to be laid tight and flat to subfloor, presenting a uniform, pleasing appearance.
- K. Insure seams are straight, not overlapped or peaked and free of gaps
- L. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- M. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than eighteen (18) inches per wall.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations immediately after installing carpet tile.
 - 1. Clean up dirt and debris and clean carpet of all spots with proper spot remover.
 - 2. Remove all loose threads with sharp scissors.
- 3. Vacuum entire carpet installation thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods. Use protection methods indicated or recommended by floor covering manufacturer.

CARPET TILES ALTERNATIVE PRODUCT CHECKLIST

Submitted prior to start of work. Must be approved by PCFM

Physical Performance Requirements		
Criteria	Minimum Standard	Proposed
Appearance	Pattern	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	Textured loop	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Appearance Retention Rating	Severe (≥ 3.5 ARR) based on ASTM D-5252 (Hexapod) using 3750-gram tumbler or ASTM D-5417 (Vettermann) test method. Carpets shall be tested without underlay. The exposure conditioned carpet shall be assessed according to CRI TM101	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Tuft Bind	Loop Pile shall comply with GSA Spec ≥ 10 lbs	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	Aachen Test meets or exceeds GSA Spec $\pm 0.15\%$ maximum when wet	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Delamination Resistance of the Secondary Backing	Tufted Construction ≥ 3 psi per ASTM D-3936	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Colorfastness	To Crocking: Crock Meter Method ≥ 4 rating, wet and dry, per AATCC 165	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	To Light: minimum rating of 3-4 per AATCC 16E after: min 160 hrs for solution dyed yarn and min 60 hrs for yarn dyed yarn	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Antimicrobial Activity	Inherent in backing as registered with the EPA and integrated during production, topical finishes not allowed; Bound (chemically bonded to the fiber) in accordance with AATCC 174 & AATCC 138 guidelines demonstrating $>90\%$ reduction in bacterial growth after 24 hours with no visible fungal growth activity after 3 days following 15 washings	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Electrostatic Propensity	Inherent in both yarn and backing in accordance with AATCC 134 ≤ 3.5 kV	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flammability	a. Methenamine Pill Test: Self-Extinguishing - compliance with Federal Flammability Standards CPSC FF-1-70 when tested in accordance with ASTM D 2859	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Radiant Panel: minimum critical radiant flux of 0.45 watts per square centimeter per ASTM E 648 Class 1	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. Smoke Density: Less than 450 Dmc in flaming mode per ASTM E 662	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Indoor Air Quality	a. Carpet: shall be only those certified with the CRI IAQ Carpet Testing Program Green Label, or tested for compliance to meet the CRI IAQ Carpet Testing Program requirements and criteria	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Adhesive: shall be only those certified with the CRI IAQ Adhesive Testing Program Green Label or tested for compliance to meet the CRI IAQ Adhesive Testing Program requirements and criteria	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. All products (carpet and adhesives) from current production must be retested on a quarterly basis to ensure continuing compliance with CRI IAQ Test Program requirements	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Soil Resistance	Bonded/Bound per AATCC 189	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Stain Resistance	Red Dye Stain Scale rating of 8 per AATCC 175	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Material Requirements		
Criteria	Minimum Standard	Proposed
Pile Fiber Type	100% continuous bulk filament (CBF) nylon, branded and carries a Federally registered Trademark, Type 6 <u>OR</u> Type 6.6 tested in accordance with AATCC 20	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Backing Materials	Asbestos Free	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Pile Density	Minimum 6300; pile density = 36 x pile yarn weight (oz/yd.) / pile thickness (Pile Thickness: ASTM D6859)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Primary Backing	Synthetic PVC Free tested in accordance with AATCC 20	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Secondary Backing	Synthetic PVC Free tested in accordance with ASTM D 629	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Recycled Content	Renewed nylon carpet, which is cleaned, retextured, recolored, or otherwise reused to produce new nylon carpet is acceptable; otherwise comply with the following recycled content requirements: a. Nylon Carpet Face Fiber: 25% minimum total recovered material content	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Nylon Carpet Backing: For vinyl backing, use the highest percentage of total recovered materials content available; however 0% is not acceptable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Reusability/Recyclability	All components shall be recyclable into either new carpet products or other nylon-based products, or shall be capable of being refurbished to the point of rendering them "almost new" and reusable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Coordinating Products	should have coordinating broadloom	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Construction Requirements		
Criteria	Minimum Standard	Proposed
Surface Texture	tufted pile, multi-level loop, pattern	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Yarn	multi-ply	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Tufting Machining Gauge	minimum 1/10 gauge	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Number of Stitches	minimum 8 per inch	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Finished Pile Thickness	minimum 0.125 inch (3.175 mm), maximum 0.250 inch (6.35 mm)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Average Finished Pile Yarn Weight	minimum 20 ounces per square yard	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dye Method	Injection Yarn dyed or Solution dyed	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Color	Random multi-colored with minimum of three (3) distinct colors	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Finished Tile Size	24"x24" tiles / Various tile sizes	<input type="checkbox"/> Available <input type="checkbox"/> Unavailable
Squareness	Tolerance range $\pm 1/32"$ of dimensional specifications	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Assembled Product Warranties		
Criteria	Minimum Standard	Proposed
Edge Ravel	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Delamination Resistance of the Secondary Backing	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Static Protection	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Zippering	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Antimicrobial Activity	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Texture Retention	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Qualifications

Criteria	Minimum Standard	Proposed
Manufacturer Qualifications	no less than 10 continual years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	approved by manufacturer as established flooring company for not less than 5 continual years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	must be insured and bondable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	guarantee full value of replacement and installation for 3 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	advise installer in proper procedures of installation	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	inspect product after manufacture for defects	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	inspect all surfaces to receive flooring and recommended accessories	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Vendor Qualifications		
Installer Qualifications	certified by floor covering manufacturer and have minimum 5 years continual experience with installation	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Name of Product Line Proposed: _____

Vendor: _____ Date: _____

COMPLETE FORMULA #1: AVERAGE CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w 36 times Pile Yarn Weight divided by Pile Thickness (for loop pile) or Tuft Height (for cut pile) t (or T)

Sample Example: $\frac{36 \times 30}{0.125} = 8,640$ Average Pile Yarn Density

$\frac{36 \times ()}{0.125} =$ _____ (Place this answer in the PROPOSED column of the preceding Table)

COMPLETE FORMULA #2: WEIGHT DENSITY CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w² 36 times Weight squared (Weight times Weight) divided by Pile Thickness (for loop pile) or t (or T) Tuft Height (for cut pile)

Sample Example: $\frac{36 \times 30 \times 30}{0.125} = 259,200$ Weight Density

$\frac{36 \times () \times ()}{0.125} =$ _____ (Place this answer in the PROPOSED column of the preceding Table)

End of Section 096813- Carpet Tile

Section 096816- Sheet Carpeting (Broadloom)

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all carpet and related items as indicated and specified.
 - 2. Broadloom Carpet.
 - 3. Adhesives.
 - 4. Related accessories.
- B. Related Documents:
 - 1. Section 099726 Cementitious Coatings.

1.2 REFERENCES

- A. Broadloom Carpet: 12' width; Group I - Severe Rated Commercial.
- B. Scraps: Carpet remaining from regularly scheduled installation not less than 3' wide x 3' long.

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install carpet and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Furniture: verify responsibility for moving of furniture for each project with county project manager.

1.4 SUBMITTALS

- A. Alternate product submittal: see Part 2 of this spec.
- B. Bond and moisture testing data (on a case by case basis).
- C. Availability and delivery time (submitted with each quote).

1.5 SURPLUS MATERIAL

- A. All surplus whole pieces of carpet (full broadloom width and no less than three (3) feet in length) and rubber base pieces longer than 15 feet, shall be added to JOC warehouse for future county projects.

1.6 QUALITY ASSURANCE

- A. Single-Source responsibility for broadloom carpet: Obtain each type, color, and pattern of carpet from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
- B. Concrete Slab Test Methods:
 - 1. Delmhorst Test Method as a preliminary test to determine moisture.
 - a. Perform one test per every 1000 sq. ft.
 - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
 - 2. Calcium Chloride test method to determine moisture (on a case by case basis)
 - a. Perform one test per every 1000 sq. ft.
 - b. Send samples to an independent testing laboratory for results.
 - c. Provide written documentation on test results and to Owner.
 - 3. Litmus Paper test method to determine Alkalinity.
 - a. Perform one test per every 1000 sq. ft.
 - b. Provide written documentation on test results and submit to Owner.
 - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Open product in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-packed and re-sealed rolls must remain clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-rolled and re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.8 SITE CONDITIONS

- A. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.

- B. Pima County shall maintain a minimum temperature of 60 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- C. Do not install carpet until it is at the same temperature as the space where it is to be installed.
- D. Do not install carpet over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.9 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
 - 1. Guarantee period is THREE YEARS after the date of substantial completion per installation.
 - 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the THREE (3) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. Basis of Design: The product criteria matrix at the end of this specification is based on Mohawk carpet. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County.
- B. Acceptable Manufacturers: Mohawk; Shaw.
- C. Alternate Products: Contractor shall submit a completed product criteria matrix, a samples book, and product literature for any product being proposed in lieu of the acceptable manufacturers.

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base.
 - 1. Roppe extruded rubber cove base (Minimum 4" high x 1/8" thick), or approved equal.
 - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
 - b. Color standard for all projects shall be #100 Black, #123 Charcoal or #147 Light Brown.
 - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials, or approved equal.

- C. SchluterSystems.
- D. Concrete Slab Primer: See section 099726 Cementitious Coatings.
- E. Trowelable Underlayments and patching Compounds: See section 099726 Cementitious Coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of carpet will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.6 Quality Assurance, Item B, 1-3.
- C. Existing VAT, VCT or sheet vinyl flooring: Verify that all materials are tight and flat to the subfloor and well fastened at edges as per industry standards before proceeding with glue down installation of carpet.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive carpet.
- B. Successful Contractor(s) shall provide a seaming diagram for each project along with a written quote that reflects specific field conditions.
- C. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and carpet. Allow floors to dry thoroughly.
- D. Examine substrates to determine if there is any evidence of moisture, alkaline salts, carbonation or dust.
- E. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates (See Section 099726).
- F. Ensure floors are level, with maximum surface variation of 1/4" in 10 feet, non-cumulative (on a case by case basis).
- G. Ensure floors are level with a maximum surface variation of 1/8" where carpet tile terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- C. Notify PCFM Project Manager if doors need to be undercut.

- D. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- E. During new construction or remodel, sequence carpet tile installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- H. Lay carpet in the same direction throughout the space. Make no turns. Lay carpet as indicated on the seaming diagram and as per manufacturer's installation instructions.
- I. Cut and fit carpet tiles neatly around projections through floor and to walls and other vertical surfaces leaving no gaps.
- J. Install carpet on covers for telephone and electrical devices and similar items occurring with finished floor areas.
- K. Entire carpet tile installation is to be laid tight and flat to subfloor, presenting a uniform, pleasing appearance.
- L. Insure seams are straight, not overlapped or peaked and free of gaps
- M. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only. No seams are allowed within the area of a threshold.
- N. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than eighteen (18) inches per wall.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Perform the following operations immediately after installing carpet.
 - 1. Clean up dirt and debris and clean carpet of all spots with proper spot remover.
 - 2. Remove all loose threads with sharp scissors.
 - 3. Vacuum entire carpet installation thoroughly.
- B. Owner shall view all carpet scraps and retain any chosen for future repairs before they are removed from the job site. Neatly roll and tie scraps selected by Owner and leave at the project site. These scraps will not be considered part of the maintenance product.

- C. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods. Use protection methods indicated or recommended by floor covering manufacturer.

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BROADLOOM CARPET ALTERNATIVE PRODUCT CHECKLIST
Submitted prior to start of work. Must be approved by PCFM.

Physical Performance Requirements		
Criteria	Minimum Standard	Proposed
Appearance Retention Rating	Severe (≥ 3.5 ARR) based on ASTM D-5252 (Hexapod) using 3750-gram tumbler or ASTM D-5417 (Vettermann) test method. Carpets shall be tested without underlay. The exposure conditioned carpet shall be assessed according to CRI TM101	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Tuft Bind	Looped Pile tuft bind of ≥ 20 lbs	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	maximum shrinkage of 1 percent in both length and width	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Delamination Resistance of the Secondary Backing	Tufted Construction ≥ 3 psi per ASTM D-3936	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Colorfastness	To Crocking: Crock Meter Method ≥ 4 rating, wet and dry, per AATCC 165	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	To Light: minimum rating of 3-4 per AATCC 16E after: min 160 hrs for solution dyed yarn	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Antimicrobial Activity	Inherent in backing as registered with the EPA and integrated during production, topical finishes not allowed; Bound (chemically bonded to the fiber) in accordance with AATCC 174 & AATCC 138 guidelines demonstrating $>90\%$ reduction in bacterial growth after 24 hours with no visible fungal growth activity after 3 days following 15 washings	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Electrostatic Propensity	inherent in both yarn and backing in accordance with AATCC 134 ≤ 3.5 kV	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flammability	a. Methenamine Pill Test: Self-Extinguishing - compliance with Federal Flammability Standards CPSC FF-1-70 when tested in accordance with ASTM D 2859	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Radiant Panel: minimum critical radiant flux of 0.45 watts per square centimeter per ASTM E 648 Class 1	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. Smoke Density: maximum 450 Dmc in flaming mode per ASTM E 662	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Indoor Air Quality	a. Carpet: shall be only those certified with the CRI IAQ Carpet Testing Program Green Label, or tested for compliance to meet the CRI IAQ Carpet Testing Program requirements and criteria	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Adhesive: shall be only those certified with the CRI IAQ Adhesive Testing Program Green Label or tested for compliance to meet the CRI IAQ Adhesive Testing Program requirements and criteria	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. All products (carpet, cushion and adhesives) from current production must be retested on a quarterly basis to ensure continuing compliance with CRI IAQ Test Program requirements	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Soil Resistance	Bonded/Bound per AATCC 189	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Stain Resistance	Red Dye Stain Scale rating of 8 per AATCC 175	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Material Requirements		
Criteria	Minimum Standard	Proposed
Pile Fiber Type	100% continuous bulk filament (CBF) nylon, branded and carries a Federally registered Trademark, Type 6 <u>OR</u> Type 5.6 tested in accordance with AATCC 20	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Average Carpet Pile Yarn Density	Tested in accordance with ASTM D 418 (calculation: pile yarn weight (oz/yd.) x 36 / average pile height = carpet pile density)	Formula #1 =
Weight Density	Tested in accordance with ASTM D 418 (calculation: (2 x pile yarn weight (oz/yd.)) x 36 / average pile height = carpet pile density)	Formula #2 =
Backing Materials	Asbestos Free	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Primary Backing	Synthetic PCV Free tested in accordance with AATCC 20	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Secondary Backing	Synthetic PVC Free tested in accordance with ASTM D 629	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Recycled Content	Renewed nylon carpet, which is cleaned, retextured, recolored, or otherwise reused to produce new nylon carpet is acceptable; otherwise comply with the following recycled content requirements: a. Nylon Carpet Face Fiber: 25% minimum total recovered material content	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Nylon Carpet Backing: For vinyl backing, use the highest percentage of total recovered materials content available; however 0% is not acceptable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. Polymeric Cushion: Preference will be given to recycled content cushion backings	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Reusability/Recyclability	All components shall be recyclable into either new carpet products or other nylon-based products, or shall be capable of being refurbished to the point of rendering them "almost new" and reusable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Construction Requirements		
Criteria	Minimum Standard	Proposed
Surface Texture	tufted or woven pile, multi-level loop, pattern	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Yarn	multi-ply	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Tufting Machining Gauge	minimum 1/10 gauge	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Number of Stitches	minimum 8 per inch	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Finished Pile Thickness	minimum 0.125 inch (3.175 mm), maximum 0.250 inch (6.35 mm)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Average Finished Pile Yarn Weight	minimum 20 ounces per square yard	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dye Method	Injection Yarn dyed or Solution dyed	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Color	Random multi-colored with minimum of three (3) distinct colors	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Finished Size	12' wide	<input type="checkbox"/> Available <input type="checkbox"/> Unavailable
Assembled Product Warranties		
Criteria	Minimum Standard	Proposed
Edge Ravel	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Delamination Resistance of the Secondary Backing	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Static Protection	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Zippering	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Antimicrobial Activity	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Texture Retention	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Qualifications

Criteria	Minimum Standard	Proposed
Manufacturer Qualifications	no less than 10 continual years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	approved by manufacturer as established flooring company for not less than 5 continual years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	must be insured and bondable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	guarantee full value of replacement and installation for 3 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	advise installer in proper procedures of installation	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	inspect product after manufacture for defects	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Vendor Qualifications	inspect all surfaces to receive flooring and recommended accessories	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Installer Qualifications	certified by floor covering manufacturer and have minimum 5 years continual experience with installation	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Name of Product Line Proposed: _____

Vendor: _____ Date: _____

COMPLETE FORMULA #1: AVERAGE CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w 36 times Pile Yarn Weight divided by Pile Thickness (for loop pile) or Tuft Height (for cut pile) t (or T)

Sample Example: $\frac{36 \times 30}{0.125} = 8,640$ Average Pile Yarn Density

$\frac{36 \times ()}{0.125} =$ _____ (Place this answer in the PROPOSED column of the preceding Table)

COMPLETE FORMULA #2: WEIGHT DENSITY CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w² 36 times Weight squared (Weight times Weight) divided by Pile Thickness (for loop pile) or t (or T) Tuft Height (for cut pile)

Sample Example: $\frac{36 \times 30 \times 30}{0.125} = 259,200$ Weight Density

$\frac{36 \times () \times ()}{0.125} =$ _____ (Place this answer in the PROPOSED column of the preceding Table)

End of Section 096816- Sheet Carpeting (Broadloom)

Section 099726- Cementitious Floor Coating

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all cementitious coatings and related items as indicated and specified.
 - 2. Patching substances.
 - 3. Underlayments.
- B. Related Documents:
 - 1. Section 096519 - Resilient Flooring.
 - 2. Section 096813 - Carpet Tile.

1.2 SEQUENCING AND SCHEDULING

- A. Do not install over concrete or wood floors until they are sufficiently dry to bond with cementitious materials as per the manufacturer's recommended bond and moisture test.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.3 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of tile pavers, trim units and threshold with no less than five (5) years of documented experience with installations of similar scope, materials and design.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:
 - 1. Name or title of material.
 - 2. Product description (generic classification or binder type).
 - 3. Manufacturer's name, stock number and date of manufacture.
 - 4. Contents by volume, for major pigment and vehicle constituents.
 - 5. Thinning instructions.
 - 6. Application instructions.
 - 7. Color name and number.
 - 8. Handling instructions and precautions.
- B. Inspect containers upon delivery to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 50 degrees Fahrenheit. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
- E. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and applying the coatings.

1.6 SITE CONDITIONS

- A. Environmental Limitations: Do not apply coatings until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions (50-95 degrees Fahrenheit; humidity exceeds 85 percent).
- B. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing the coating operation.
- C. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.

1.7 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
 - 1. Guarantee period is THREE (3) YEARS after the date of substantial completion per installation.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality and craftsmanship:
 - 1. Manufacturers.
 - a. Ardex – Basis of Design.
 - b. Mapei
 - 2. Accessories.
 - a. Ardex P-51 Primer
 - b. Ardex P-82 Primer

2.2 ACCESSORIES

- A. Material Compatibility: Fillers, primers, finish coat material, and related materials that are compatible with one another and the substrates indicated under conditions of service and application as demonstrated by the manufacturer based on testing and field experience.
- B. Ardex P-51 primer or equal for use on old and new concrete floors.
- C. Ardex -82 primer or equal for use on terrazzo, quarry tile, ceramic tile, metal, epoxy flooring systems, hardwood or plywood and cut back adhesives.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions under which coatings will be applied for compliance with manufacturer's requirements for applying coatings. Surfaces to receive coatings must be thoroughly dry before coatings are applied.
- B. Do not proceed with installation until all unsatisfactory conditions have been corrected.
- C. Start of application will be construed as the applicator's acceptance of surfaces within that particular area.
- D. Coordinating Work: Review sections in which other coatings are provided to ensure compatibility of the total system for various substrates. On request, furnish information on the characteristics of specified finish materials to ensure compatible primers.
 - 1. Notify the architect of problems anticipated using the coatings specified.

3.2 PREPARATION

- A. Remove the top layer, patches and other curing compounds that are loose, flaking, cracked or otherwise compromised and that may act as a bond breaker and/or affect the performance of the underlayment.

- B. All subfloors, regardless of material, must be solid, sound, thoroughly cleaned and properly primed.
- C. All subfloors must be adequate strength, clean and free of all oil, grease, dirt, curing compounds, and any substance which might act as a bond breaker. If necessary, mechanically clean using shot-blasting or other method. Acid etching or the use of solvents is not acceptable.
- D. Cutback and other adhesive residues must be thin, solid and well bonded to the subfloor.
- E. All cracks in the subfloor shall be repaired to minimize telegraphing through the underlayment.
- F. Subfloors shall be inspected and corrected for moisture and any other conditions which could affect the performance of the underlayment or finished floor covering.

3.3 INSTALLATION

- A. Maintain on site a copy of the manufacturers' installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to the project.
- B. During new construction or remodel, sequence installation with other work to minimize the possibility of damage and soiling during the construction period.
- C. Maintain reference markers, holes or openings that are in place or plainly marked.
- D. Apply cementitious materials by brush, roller, spray, squeegee, or other applicators according to the manufacturer's installation instructions. Use brushes best suited for the material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool only if recommended by the manufacturer for the material and to achieve a smooth surface.
 - 1. Do not apply coatings over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions detrimental to forming a durable coating film.
 - 2. Provide finish coats compatible with the primers used.
 - 3. The number of coats and film thickness required is the same regardless of the application method. If necessary, do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Where sanding is required, according to the manufacturer's directions, sand between applications to produce a smooth, even surface.
 - 4. Observe the basic rules of concrete work. Do not install below 50 degrees Fahrenheit surface temperature. Install quickly if floor is warm and follow hot weather precautions.
 - 5. Surface shall be true to plane within 1/4" maximum gap under a 10 foot edge in any direction in accordance with ACI 302.1, R-89 flatness tolerance (on a case by case basis).
- E. Priming
 - 1. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to the material required to be coated or finished that has not been prime-coated by others.
 - a. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat to ensure a finish coat with no burn-through or other defects caused by insufficient sealing.

2. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections.
3. Prime with Ardex P-51 primer or Ardex P-82 primer whichever is appropriate for the particular application as directed by the manufacturer's installation instructions.
4. Mechanical Applications: Use mechanical methods to apply coating as per the manufacturer's installation instructions.
 - a. Wherever using spray application, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer
 5. When undercoats or other conditions show through the final coat, apply additional coats until the cured film has a uniform coating finish, color and appearance. Give special attention to edges, corners, crevices, welds, exposed fasteners, and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.
 6. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned tube radiation, grilles and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 - a. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.
 - b. Coat the back sides of access panels, removable or hinged covers and similar hinged items to match exposed surfaces.
 - c. Omit primer on metal surfaces that have been shop-primed and touch-up painted.
- F. Patching
 1. Use patching compound as a filler for any areas over 1/4" deep. (Surface texture is rougher and not acceptable as a finished texture.) Apply following manufacturer's recommendations.
 2. Apply finish coat of self-leveling material over patch and not to exceed 1/4" thickness. Apply as per manufacturer's recommendations.
 3. By definition a patch shall not exceed an area 4' x 4' or 16 square feet.
- G. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pre-treated, or otherwise prepared for coating and/or patched as soon as practicable after preparation and before subsequent surface deterioration.
 1. Allow sufficient drying time between successive coats. Do not recoat until the coating has dried so it feels firm and does not deform or feel sticky under moderate thumb pressure and where applying another coat does not cause the undercoat to lift or lose adhesion.
- H. Application Procedures: Apply coatings by brush, roller, spray or other applicators according to the manufacturer's installation instructions.
 1. Brushes: Use brushes best suited for the material applied.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as per the manufacturer's installation instructions for the material and texture required.

3. Spray Equipment: Use spray equipment with orifice size as per the manufacturer's installation instructions for the material and texture required.

- I. Minimum Coating Thickness: Apply each material no thinner than the manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by the manufacturer.

3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

3.5 CLEANING

- A. Clean-up: At the end of each work day, remove rubbish, empty cans, rags and other discarded materials from the site. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted.
- B. After completing work, clean glass and spattered surfaces. Remove spattered coatings by washing, scraping or other methods. Do not scratch or damage adjacent finished surfaces.

3.6 PROTECTION

- A. Protect work of other trades, whether being coated or not, against damage from coating operation. Correct damage by cleaning, repairing, replacing and recoating as acceptable to the Architect. Leave in an undamaged condition.
- B. Provide "Wet Floor" signs to protect newly coated finishes. Remove temporary protective wrappings provided by others to protect their work after completing coating operations.
- C. At completion of other trades' construction activities, touch up and restore damaged or defaced coated surfaces.
- D. Protect installed tile work with draft paper or other heavy covering during construction period to prevent staining, damage and wear. Supply material at least 4 feet wide.
1. Lay paper over newly completed areas in corridors.
 2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.

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COATINGS ALTERNATIVE PRODUCT CHECKLIST

Submitted prior to start of work. Must be approved by PCFM.

Criteria	Minimum Standard	Proposed
Construction	Group 1	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Self Leveling/Featheredge Underlayment	Ardex K-15	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	Class 5 - Heavy Commercial	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Set Time	3-4 Hours	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Compressive Strength	To ASTM C109/mod	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	4100 PSI after 28 days	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Installation of Standard Floor Coverings	16 Hours	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Initial Set	To ASTM C 191, 30 minutes @ 70 degrees Fahrenheit	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Final Set	To ASTM C 191, 2 hours @ 70 degrees Fahrenheit	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flexural Strength	To ASTM C 348	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	100 PSI after 28 days	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flammability	To ASTM E-48-81a Multi	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flame Spread	none	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Fuel Contribution	none	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Smoke Development	none	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Coverage	10lb bag covers 60 sq.ft., 1/8" thick and 30 sq.ft, 1/4" thick	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

End of Section 099726- Cementitious Floor Coating

END EXHIBIT "A" – SCOPE OF SERVICES

EXHIBIT "B"

GENERAL CONDITIONS (12 pages)

ARTICLE 1 – DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

Bid: The offer of the Bidder for the work when properly made out on forms containing the Bid for Lump Sum Construction supplied by COUNTY and properly submitted, signed and guaranteed.

Bid Documents: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

Bidder: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

Board: The Board of Supervisors, Pima County, Arizona, acting under authority of the laws of Arizona.

Building Code: The directions, provisions, and requirements contained in the current edition of the Building Codes, with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

Contract: The written Agreement between COUNTY and CONTRACTOR covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

Contract Bond: The approved form of security furnished by CONTRACTOR and its Surety as a guarantee on the part of CONTRACTOR to execute the work in accordance with the terms of the Contract.

Contractor: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

PIMA COUNTY: Pima County, Arizona, a body politic and corporate, the owner of the work.

Director: The Pima County Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

Extra Work: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

Item: A detail of work for which separate payment is made.

Laboratory: The established laboratory of the Department or other laboratories authorized by COUNTY to test materials and work involved in the Contract.

Plans: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.

Project Manager, Engineer, or Architect: The person designated by COUNTY to oversee the project on its behalf.

Standard Specifications: The directions, provisions, and requirements contained in the current edition of the Pima Association of Governments Standard Specifications for Public Improvements, 2014 Edition with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement of payment of same.

Supplementary Agreement: A written agreement executed by CONTRACTOR and COUNTY covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

Supplementary General Conditions or Special Conditions: The Supplementary General Conditions or Special Conditions are additional to the General Conditions, which are conditions or requirements peculiar to the project under consideration.

Surety: The corporate body which is bound with and for CONTRACTOR, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

The Work: All of the work specified in the Contract.

ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

The existence and locations of underground utilities indicated on the plans are not guaranteed and will be investigated and verified in the field by CONTRACTOR before starting work. Excavations in the vicinity of existing structures and utilities will be carefully done by hand. CONTRACTOR will be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

COUNTY does not guarantee the existence and locations of underground utilities indicated on the plans and CONTRACTOR will investigate and verify the location of underground utilities in the field before starting work. CONTRACTOR will carefully perform excavations in the vicinity of existing structures and utilities. CONTRACTOR is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least two full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

CONTRACTOR is fully responsible for costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and not all utilities may be shown. The possibility of conflicts with existing utilities –in-place exists. If conflicting utilities interfere with CONTRACTOR'S normal progress toward completion of this project, COUNTY may, at its option, authorize CONTRACTOR to relocate said conflicting utilities by Force Account.

It is the responsibility of CONTRACTOR to contact the utility companies in order for them to determine if there is a need for any bracing or shoring of power to telephone poles during the construction of this project. If bracing or shoring is necessary, CONTRACTOR will effect this work to the satisfaction of the utility company. COUNTY will make no measurement or direct payment for bracing or shoring.

ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- A. Laws to be Observed -- CONTRACTOR is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless COUNTY and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by CONTRACTOR or by CONTRACTOR'S employees.

- B. Permits and Licenses -- COUNTY will procure all County building permits, and sewer connection fees. CONTRACTOR will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. CONTRACTOR will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.
- C. Sanitary Provisions -- CONTRACTOR will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- D. Public Convenience and Safety -- CONTRACTOR will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Technical Specifications or Special Provisions.

- E. Barricades, Danger, Warning, and Detour Signs -- CONTRACTOR will at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required will be considered as included and paid for in the contract prices for the work.

- F. Use of Explosives -- Prohibited

- G. Preservation and Restoration of Property -- CONTRACTOR will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of CONTRACTOR, CONTRACTOR will restore such property at its own expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

- H. CONTRACTOR'S Responsibility for Work -- Until written final acceptance of the work by COUNTY, CONTRACTOR will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. CONTRACTOR will rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, CONTRACTOR will be responsible for all work and materials and will take proper care of the work, storing all materials if necessary, and will provide suitable drainage of the work and erect necessary temporary structures.

- I. Waiver of Legal Rights -- COUNTY will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by CONTRACTOR, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by COUNTY or by any representative of COUNTY nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by COUNTY will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4 – ACCIDENTS

CONTRACTOR will provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

CONTRACTOR must promptly report in writing to COUNTY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR will report the accident immediately by telephone or messenger to both COUNTY and the Board.

If any claim is made by anyone against CONTRACTOR or any subcontractor on account of any accident, CONTRACTOR will promptly report the facts in writing to COUNTY, giving full details of the claim.

ARTICLE 5 – RESERVED

ARTICLE 6 – DELAY

If the number of calendar days in CONTRACTOR'S schedule plus the grace period specified in the above paragraph equals or exceeds the number of calendar days for completion stated in the solicitation, then the completion period will be as stated in the solicitation and there will be no grace period.

COUNTY and CONTRACTOR have agreed upon the Project scope, total price, and schedule for the performance of the work. The agreed schedule represents a firm commitment by CONTRACTOR and COUNTY to complete the work within the schedule identified in this Contract, as it may be adjusted from time to time.

COUNTY and CONTRACTOR understand that events may occur that delay or disrupt the schedule or require a change in the level of resources or effort. Therefore, the Contract may be adjusted as follows for Delays:

1. A delay in the work attributable to COUNTY is an excusable delay for which an adjustment may be made to the schedule. In any such case the schedule of the affected task or activity may be extended one day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
2. There is no adjustment for any CONTRACTOR-caused delay in the work, including time to repair or replace defective work. In the event of a significant CONTRACTOR-caused delay exceeding three (3) workdays, CONTRACTOR will provide a recovery plan to COUNTY within five (5) days of COUNTY's request.
3. A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of COUNTY or CONTRACTOR and that arises without the fault or negligence of either, is an excusable delay for which COUNTY and CONTRACTOR agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.

4. If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date shall not be changed.
5. If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment therefor.
6. COUNTY and CONTRACTOR will negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the work.

CONTRACTOR must submit claims for extension of time in writing to COUNTY for review and approval no later than seven (7) days after the initiation of that delay. In the case of a continuing cause of delay, only one claim is necessary.

COUNTY will grant approval of time extension for delays only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 21. CONTRACTOR'S failure to maintain the daily logs in the manner described above will result in COUNTY'S denial of the claim for time extension.

If CONTRACTOR has requested detail drawings and instructions as noted in Article 9, COUNTY will not approve a request for delay on account of COUNTY'S failure to furnish drawings until two (2) weeks after demand for such drawings.

ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract documents are complementary, and what is called for by any one will be as binding as if called for by all, and the most stringent requirement will apply. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications will be supplied unless distinctly so noted on the drawings. Materials or work described in words that so applied have a well-known technical or trade meaning will be held to refer to such recognized standards.

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

COUNTY will furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

COUNTY will provide, at no cost to CONTRACTOR, two complete sets of code approved construction documents in non-reproducible form.

COUNTY will provide, at no cost to CONTRACTOR, five (5) non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It will be CONTRACTOR'S responsibility to ensure that any modifications called for as a result of the permit process are transferred to the bid sets.

CONTRACTOR may purchase additional sets of code-approved sets or bid sets construction documents, at its expense.

ARTICLE 10 – ORDER OF COMPLETION

CONTRACTOR will submit at such times as may be requested by COUNTY, schedules which will show the order in which CONTRACTOR proposes to carry on the work with dates at which CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts.

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

CONTRACTOR will keep one copy of code approved construction documents on the job site, in good order, available to COUNTY and to COUNTY'S representatives. This set of documents will be kept current as to pending and approved changes in the work.

ARTICLE 12 – OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by COUNTY are the property of COUNTY. They are not to be used on other work and with the exception of the signed Contract set, and are to be returned to COUNTY on request, at the completion of the work. All models are the property of COUNTY.

ARTICLE 13 – CONTRACTOR'S UNDERSTANDING

CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of COUNTY, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise agreed, CONTRACTOR will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise agreed, all materials will be new, and both workmanship and materials will be of good quality. CONTRACTOR will, if required, furnish satisfactory evidence as to the kind and quality of materials.

CONTRACTOR will at all times enforce strict discipline and good order among its employees, and will not employ on the work any unfit person or anyone not skilled in the work that CONTRACTOR assigns to that person.

ARTICLE 15 – ROYALTIES AND PATENTS

CONTRACTOR will pay all royalties and license fees. CONTRACTOR will defend all suits or claims for infringement of any patent rights and will hold COUNTY harmless from loss on account thereof, except that COUNTY will be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if CONTRACTOR has information that the process or article specified is an infringement of a patent it will be responsible for such loss unless it promptly gives such information to COUNTY.

ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS

COUNTY will furnish all property surveys unless otherwise specified. CONTRACTOR will secure and pay for permits and licenses of a temporary nature necessary for the prosecution of the work except as noted in Article 3.b. COUNTY will secure and pay for easements for permanent structures or permanent changes in existing facilities unless otherwise agreed.

CONTRACTOR will give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If CONTRACTOR observes that the drawings and specifications are at variance therewith, it will promptly notify COUNTY in writing, and any necessary changes will be adjusted as provided in the Contract for changes in the work. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to COUNTY, it will bear all costs arising therefrom.

ARTICLE 17 – PROTECTION OF WORK AND PROPERTY

CONTRACTOR will continuously maintain adequate protection of all its work from damage and will protect COUNTY'S property from injury or loss arising in connection with this Contract. It will make good any such damage, injury, or loss, except such as may be directly due to errors in the bid documents or caused by agents or employees of COUNTY. It will adequately protect adjacent property as provided by law and the bid documents. It will provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, CONTRACTOR, without special instruction or authorization from COUNTY, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and CONTRACTOR will so act, without appeal, if so instructed or authorized. Any compensation claimed by CONTRACTOR on account of emergency work will be determined by COUNTY.

CONTRACTOR is responsible for equipment, materials, and supplies until completion of the project and acceptance by COUNTY.

ARTICLE 18 – INSPECTION OF WORK

COUNTY representatives will at all times have access to the work wherever it is in preparation or progress and CONTRACTOR will provide proper facilities for such access and for inspection.

If the specifications, COUNTY'S instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, CONTRACTOR will give COUNTY timely notice of its readiness for inspection and if the inspection is by an authority other than COUNTY, of the date fixed for such inspection. Inspections by COUNTY will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of COUNTY, it must, if required by COUNTY, be uncovered for examination at CONTRACTOR'S expense.

Re-examination of questioned work may be ordered by COUNTY and if so ordered the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the bid documents, COUNTY will pay the cost of re-examination and replacement. If such work is found not to be in accordance with the bid documents, CONTRACTOR will pay such cost.

ARTICLE 19 – SUPERINTENDENCE - SUPERVISION

CONTRACTOR will keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to COUNTY. The Superintendent will not be changed except with the consent of COUNTY, unless the Superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The Superintendent will represent CONTRACTOR in its absence and all directions given to it will be as binding as if given to CONTRACTOR. CONTRACTOR will give efficient supervision to the work using its best skill and attention.

If CONTRACTOR, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions, it will be its duty to immediately inform COUNTY, in writing, and COUNTY will promptly verify the same. Any work done after such discovery, until authorized, will be done at CONTRACTOR'S risk.

Neither COUNTY nor CONTRACTOR, will employ an employee of the other without consent.

ARTICLE 20 – CHANGES IN THE WORK

In giving instructions, COUNTY will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless in pursuance of a written order by COUNTY and no claim for an addition to the Contract sum will be valid unless so ordered.

The value of any such extra work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum, itemized and detailed with sufficient substantiating data, as requested by COUNTY, to permit evaluation.
2. By unit prices named in the Contract or subsequently agreed upon.
3. By cost and fixed fee.

If none of the above methods is agreed upon, CONTRACTOR, provided it receives an order as above, will proceed with the work. In such case and also under case (c), it will keep and present in such form as COUNTY may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, COUNTY will certify to the amount, including allowance for overhead and profit, due to CONTRACTOR. Pending final determination of cost, payments on account of changes will be made on COUNTY'S estimate.

The amount of CONTRACTOR'S overhead and profit allowed for any change order, whether increase or decrease, will not exceed the following limits for work by CONTRACTOR:

Overhead Limit: ten percent (10%) of direct cost;

Profit Limit: five percent (5%) of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractor or a Sub Subcontractor, CONTRACTOR'S combined overhead and profit limits allowed will not exceed five percent (5%) of the actual direct cost of the work.

CONTRACTOR'S cost for additional work or changes requested by COUNTY which result in an approved extension of time to the contract will be limited to the cost of the extra work determined in one or more of the three ways described previously in this Article, and the actual wage or salary paid for the on-site job superintendent in direct employ of CONTRACTOR in performance of the work. This amount will be prorated to the actual amount of extra time approved and will only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's compensation, and unemployment taxes and benefits.

ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If CONTRACTOR claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give COUNTY written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure will then be as provided for in Article 20 "Changes in the Work". No such claim will be valid unless so made.

ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK

If COUNTY deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price will be made therefor.

CONTRACTOR will promptly remove from the premises all materials condemned by COUNTY as failing to conform to the Contract, whether incorporated in the work or not, and CONTRACTOR will promptly replace and re-execute its own work in accordance with the Contract and without expense to COUNTY and will bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

If CONTRACTOR does not remove such condemned work and materials within a reasonable time, fixed by written notice, COUNTY may remove them and may store the material at the expense of CONTRACTOR. If CONTRACTOR does not pay the expense of such removal within ten days' time thereafter, COUNTY may, upon ten day's written notice, sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by CONTRACTOR.

ARTICLE 23 – SUSPENSION OF WORK

COUNTY may at any time suspend the work, or any part thereof by giving three (3) days' notice to CONTRACTOR in writing. When the reason for such suspension involves safety, health or welfare issues, the three (3) day written notice requirement may be waived at the decision of the COUNTY Management. CONTRACTOR will resume the work within ten (10) days after the date fixed in the written notice from COUNTY to CONTRACTOR to do so.

ARTICLE 24 – COUNTY'S RIGHT TO DO WORK

If CONTRACTOR neglects to prosecute the work properly or fails to perform any provision of this Contract, COUNTY may, after three (3) days written notice to the CONTRACTOR, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR.

ARTICLE 25 – COUNTY'S RIGHT TO TERMINATE CONTRACT

If CONTRACTOR persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors for material or labor, or persistently disregards laws, ordinances, or the instructions of COUNTY, or otherwise is guilty of a substantial violation of any provision of the contract, then COUNTY may, without prejudice to any other right or remedy and after giving CONTRACTOR ten (10) days written notice, terminate the employment of CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method COUNTY may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess will be paid to CONTRACTOR. If such expense will exceed such unpaid balance, CONTRACTOR will pay the difference to COUNTY. COUNTY will certify the expense incurred by COUNTY as herein provided, and the damage incurred through the CONTRACTOR's default.

ARTICLE 26 – REMOVAL OF EQUIPMENT

In any case of annulment or termination of this Contract before completion from any cause whatever, CONTRACTOR, if notified to do so by COUNTY, will promptly remove any part or all of its equipment and supplies from the property of COUNTY, failing which COUNTY will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

ARTICLE 27 – USE OF COMPLETED PORTIONS

COUNTY has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking possession and use is not an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, CONTRACTOR will be entitled to such extra compensation, or extension of time, or both, as COUNTY may determine.

ARTICLE 28 – PAYMENTS WITHHELD

COUNTY may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect COUNTY from loss because of:

1. Defective work not remedied.

2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials, or equipment.
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
5. Damage to another CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

ARTICLE 29 – WARRANTY

CONTRACTOR will provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years (or longer if noted elsewhere in the construction documents) from substantial completion. CONTRACTOR will complete repair, or respond to COUNTY in writing with repair solution, within seventy-two (72) hours of notification by COUNTY. COUNTY may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

ARTICLE 30 – LIENS

Neither the final payment nor any part of the retained percentage will become due until CONTRACTOR delivers to COUNTY a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information, the release and receipts include all the labor for which a lien could be filed; but CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to COUNTY, to indemnify COUNTY against any lien. If any lien remains unsatisfied after all payments are made, CONTRACTOR will pay to COUNTY all monies that COUNTY may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 31 – RIGHTS OF VARIOUS INTERESTS

Wherever work being done by COUNTY'S forces or other contractors is contiguous to work covered by this Contract the respective rights of the various interests involved will be established by the COUNTY to secure the completion of the various portions of the work in general harmony.

ARTICLE 32 – SEPARATE CONTRACTS

COUNTY reserves the right to let other contracts in connection with this work. CONTRACTOR will afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work with theirs.

If any part of CONTRACTOR'S work depends upon proper execution or results of the work of any other CONTRACTOR, CONTRACTOR will inspect and its report will constitute an acceptance of the other contractor's work after the execution of its work.

To insure the proper execution of its subsequent work, CONTRACTOR will measure work already in place and will at once report to COUNTY any discrepancy between the executed work and the drawings.

ARTICLE 33 – COUNTY'S STATUS

The COUNTY has general review of the work and has the authority to reject all work and materials that do not conform to the Contract.

ARTICLE 34 – CLAIMS AND DISPUTES

All claims, demands, disputes, controversies, and differences that arise between the parties hereto as result of or in connection with this Contract will be referred to County in writing with a request for review and response in accordance with this paragraph, which County will render in writing within a reasonable time.

Contractor will deliver written notice of each such claim, demand, dispute, controversy or difference to County within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to COUNTY within forty-five (45) days of such occurrence unless COUNTY specifies a different period of time in writing to Contractor. The submission to COUNTY with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

If either COUNTY or Contractor is dissatisfied with any decision of COUNTY and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

ARTICLE 35 – CLEANING UP

CONTRACTOR will, as directed by COUNTY, remove from COUNTY'S property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

ARTICLE 36 – RESERVED

ARTICLE 37 – ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The COUNTY Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, COUNTY, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to COUNTY. No monetary compensation will be made to CONTRACTOR for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 38 – RESERVED

ARTICLE 39 – RESERVED

ARTICLE 40 – HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should CONTRACTOR uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice will be served immediately to the COUNTY Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. Construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this contract does not otherwise require the services of a Hazardous Materials CONTRACTOR, abatement of such materials will be provided by COUNTY, at its expense and independent of this contract.

If this Contract already employs the services of a Hazardous Materials CONTRACTOR, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21 "Claims for Cost of Additional Work", and time extensions granted in accordance with the provisions of Article 6 "Delays

ARTICLE 41 – WASTE DISPOSAL FACILITIES

CONTRACTOR will legally dispose of all construction debris in appropriate COUNTY operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision applies.

ARTICLE 42 – AS-BUILT DRAWINGS

CONTRACTOR will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to COUNTY one set of "As-Built" drawings including dimension, location of underground utilities, etc., upon completion of the work. As-Built drawings will be drawn and submitted in such a format as prescribed by COUNTY.

END EXHIBIT "B" – GENERAL CONDITIONS

EXHIBIT "C" (12 pages)
SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT

ARTICLE 1 – OVERVIEW AND DEFINITIONS

- A. Overview of Job Order Contracting Arrangement – This Agreement establishes a Multiple-Award, indefinite quantity, job order contracting Arrangement for such construction services within the scope of this Agreement as COUNTY may request from time to time by issuance of an individual Job Order Contract for each Project.

The Contract Price for each Job Order shall not exceed \$150,000.00, including any Change Orders.

There is no limit on the number of Job Orders COUNTY may issue to any CONTRACTOR during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

Generally, a CONTRACTOR may not refuse to quote any Job Order under this Agreement properly issued by COUNTY, unless CONTRACTOR can legitimately claim the scope of work is poorly defined, hazardous to health or safety, outside the bounds of the intended use of this Agreement, or the CONTRACTOR does not have the capacity to accept the Job Order and begin work in a timely manner.

COUNTY shall have the right to perform work of the types included in this Agreement itself or to have other contractors perform such work.

- B. Definitions – The following terms will have the following meanings when used in the Agreement. Other terms may be defined elsewhere in the Documents. Terms not defined in the Agreement shall have their ordinary meaning within the usage of the trade. The presence or absence of initial capitals does not indicate a change in meaning.

"Alternatives Analysis" means assessment of alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets COUNTY requirements.

"Contract Price" means the price to be paid for the Work (and for Pre-Construction Services, if any) as specified in the Job Order. The Contract Price shall be a fixed, lump sum price, or a Not-to-Exceed Guaranteed Maximum Price, based on the CONTRACTOR'S accepted quotation.

"Contract Time" means the time for performance of the Work under a Job Order as specified in the Job Order commencing with the Start Date and ending with Final Completion Date set forth in the Job Order, as modified.

"Critical Path Method (CPM)" is a scheduling technique which identifies the logical sequence of the activities occurring in a construction project, the anticipated time required to complete each activity in the project, and the activities that must be completed on schedule to finish the project within the anticipated time. Typically, activities are arrayed in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

"Critical Path" means that sequence of dependent activities in a project that will take the longest time to complete. Any delay in the completion of any of these activities may extend the Substantial Completion date.

"Day" means calendar day unless specifically provided otherwise or required by law.

"Design Professional (DP)" means, as to a Job Order, the person, if any, who will perform Design Services relating to the Work under the Job Order and who is designated as the Design Professional in the Job Order.

"Drawings and Specifications" means, as to a Job Order, the drawings and specifications, if any, attached to the Job Order and specifications included in the Job Order Contract Documents. The Drawings and Specifications set forth the requirements for construction of the Project. Where there are no drawings and specifications for the Work prepared by a Design Professional, COUNTY will deliver to the CONTRACTOR line drawings and/or a written description of the Work and, in each such case, the line drawings and/or the written description shall be deemed the drawings for the Work for that Job Order for all purposes.

"Final Completion Date" means, as to a Job Order, the date by which CONTRACTOR shall have completed all Work under a Job Order, including, without limitation, all deficiency, correction and incomplete items (Punch List).

"Job Order" means the Contract for a Project executed by COUNTY under this Agreement, as it may be modified by Change Orders, if any, relating to the Project under the Job Order.

"Minor Change" means a change in the Work having no impact on cost or time or the COUNTY'S approved design intent, as determined by COUNTY.

"Notice to Proceed" means written notice given by COUNTY to the CONTRACTOR fixing the date on which the CONTRACTOR will start to perform the Work under that Job Order. The start date will be the Start Date stated in the Job Order.

"Plans and Specifications" means the plans and specifications upon which the Job Order's price proposal is based.

"Pre-Construction Services" means the performance under a Job Order requiring such services of alternatives analysis, cost or schedule estimating, value engineering, constructability or other design reviews or consultation in the review of a COUNTY or third-party design prepared by a COUNTY-provided design professional.

"Project" means each project of COUNTY as to which some or all of the work is to be performed under a Job Order.

"Qualifications/Proposals Documents" means the Solicitation for Qualifications issued by COUNTY for this Job Order Contract, all Addenda thereto, and all information and documents submitted by CONTRACTOR relating thereto including, without limitation, CONTRACTOR'S submission of formal sealed qualifications, and also including, without limitation, the subcontractor management plan submitted by the CONTRACTOR. It also includes all other qualifications/proposals documents: that is all documents and materials delivered by COUNTY to CONTRACTOR in connection with CONTRACTOR'S submission of qualifications and submission of a proposal for the contract.

"Sales Taxes" - Sales taxes are deemed to include all sales, use, excise, consumer, franchise, and other taxes which are legally enacted when negotiations of a Job Order Contract Price are concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

"Schedule of Values (SOV)" A spreadsheet with estimated costs organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CONTRACTOR'S construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable. The SOV may be output from the Project Schedule if the Project Schedule is cost-loaded.

"Start Date" means, as to a Job Order, the date specified in the Notice to Proceed for that Job Order for CONTRACTOR to begin the Work.

"Subcontractor" means a subcontractor of the CONTRACTOR for any of the Work included in a Job Order or any subcontractor at any tier of such a subcontractor.

"Substantial Completion" means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that COUNTY can occupy and use the Project or a portion thereof for its intended purposes. The conditions of Substantial Completion that apply to a specific Job Order will be listed in the Notice to Proceed Letter for that Job Order.

"Supplier" means a person providing materials, supplies or equipment to be included in the Work to CONTRACTOR or any Subcontractor.

"Technical Specifications" means the general provisions and the detailed specifications prescribed by COUNTY describing the materials and performance required for each individual Job Order.

"Work" and **"Work (Construction)"** mean all labor, materials, supplies, tools, equipment, transportation, site cleanup, storage and disposal of construction debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Work under a Job Order as described in the Scope of Work in the Job Order. Work does not include Pre-Construction Services in connection with a Job Order.

ARTICLE 2 – JOB ORDER DEVELOPMENT

The steps for development of a Job Order and Quotation will generally be the following:

1. For projects less than \$10,000.00, COUNTY may select a CONTRACTOR based on availability, specialty, or such other basis as COUNTY may determine in its sole discretion.
2. For Projects between \$10,000.00 and \$20,000.00, the COUNTY will select two (2) CONTRACTORS under contract to COUNTY. The request shall advise the two (2) CONTRACTORS of the nature of the Work to be done and include the selection criteria and methodologies COUNTY will use to make the "best value" decision. Criteria could include lowest bid, lowest bid meeting schedule, best cost alternative(s), etc. The request letter may also include an estimate of the total dollars the COUNTY has budgeted for the Job. CONTRACTOR shall be provided an opportunity to ask questions, seek clarification and/or inspect the site, if requested. Alternatively, the COUNTY may identify in the request the date and time for a meeting or site visit to explain and discuss the Work and further refine the scope of the project. Design documents, if any, may be provided in advance or at the meeting or site visit.
3. For Projects greater than \$20,000.00, the COUNTY will notify all Job Order Contractors under contract to COUNTY. The request shall advise all CONTRACTORS of the nature of the Work to be done and include the selection criteria and methodologies COUNTY will use to make the "best value" decision. Criteria could include lowest bid, lowest bid meeting schedule, best cost alternative(s), etc. The request letter may also include an estimate of the total dollars the COUNTY has budgeted for the Job. CONTRACTOR shall be provided an opportunity to ask questions, seek clarification and/or inspect the site, if requested. Alternatively, the COUNTY may identify in the request the date and time for a meeting or site visit to explain and discuss the Work and further refine the scope of the project. Design documents, if any, may be provided in advance or at the meeting or site visit.

4. Upon establishment of the scope of the needed Project, each CONTRACTOR interested in performing the Job Order shall prepare its proposal for accomplishment of the Project utilizing the CONTRACTOR'S best estimating practices to develop a fixed, lump sum or not-to-exceed Guaranteed Maximum Contract Price to complete the Work, including any additional Pre-Construction Services (if necessary). See Article 3 for a description of required proposal items. Quotes will be in letter format including an attached table listing major construction components (ie. Mobilization, grade control structures, soil cement bank protection, excavation, clearing/grubbing, subgrade prep., etc.) with quantities, unit cost, total cost as columns in the table. The time for submittal of proposals for individual Projects shall not exceed seven (7) working days unless approved by the COUNTY.
5. COUNTY shall review each CONTRACTOR'S proposal and may either accept the proposals or negotiate modifications to the proposals until such time the COUNTY is satisfied with each of the proposals. Such negotiations shall be limited to value alternatives of costs less than 20% of the original quotation price. Scope modifications or value alternatives that are equal to or greater than 20% shall require COUNTY to modify the original request and rebid to the benefit of all interested CONTRACTORS under this Contract.
6. The Job Order will then be issued by COUNTY to the Job Order Contractor that submitted the best quotation (including schedule and/or value engineering alternatives), as measured by the criteria in the request for quotation. Past performance on earlier Job Orders, including past performance on cost or price control, may be used to determine award of future Job Orders. Quotations must be reasonably prepare, accurately describing the work including the types of materials used, quantities and other cost elements. In the instance the quotation is deemed to be unreasonable or inaccurate, the Project Manager can exercise the option to reject the bid (even if it is the lower bid) or request a revised quotation. An alternative Contractor will be chosen for the work.
7. Upon issuance of each Job Order by COUNTY, the Job Order Contract will be binding upon the CONTRACTOR and COUNTY. A Job Order is considered "issued" when delivered to the CONTRACTOR or sent by facsimile copy, in which case the Job Order will be "issued" when sent to CONTRACTOR'S fax number and COUNTY'S fax machine prints an acknowledgement of receipt or COUNTY.

ARTICLE 3 – JOB ORDER PROPOSAL CONTENT

Although specific Job Orders will vary, the content of Job Order proposals provided by each CONTRACTOR under this contract will generally include the following:

1. The description of the Scope of the Work;
2. The duration of the work, including CPM schedule (if required);
3. The Contract Price for Work (Construction), including prices for various proposed alternatives;
4. The Contract Price of Pre-Construction Services by CONTRACTOR (if any);
5. The name of the CONTRACTOR Representative for the Project;
6. The Drawings and Specifications (if any) used to prepare the quotation;
7. Any assumptions or exclusions that qualify the CONTRACTOR'S price, including how many days the proposal is valid for;
8. A risk analysis of the project that identifies potential risks to the cost or schedule, or other items which the Owner may need to be informed of that will impact a successful outcome;
9. If any Shop Drawings, Product Data and/or Samples are required for the Job Order, the date for delivery of each required item;

10. A statement of which, if any, of the following are required: Preconstruction Conference, Weekly Progress Meetings, Field Office, Storage Enclosure, Materials and Equipment Handling Facility, Submittals, Shop Drawings, Product Data, Equipment List, Samples, Project Manual, Schedule of Values, Construction Progress Schedule, Narrative Reports, Progress Report, Progress Charts, Progress Photographs, Materials Status Report, Construction Diagram, Construction Status Report, Operation and Maintenance Data, Operating Maintenance Instructions and Parts List, and As-Built Drawings.

Each Job Order will be interpreted to include all items reasonably necessary to complete the Project as described in the Scope of the Work of the Job Order. All Work shall be performed in a professional manner and all materials used shall be new, of the highest quality and of the type best adapted to their purpose, unless otherwise specified.

ARTICLE 4 – JOB ORDER NEGOTIATION

- A. Job Order Pricing – The Contract Price shall include all costs, including overhead, pre-construction, mobilization, indirect costs, etc., incidental to performing the work and completing the job order and with the exception of any changes in the scope of work as directed by the Owner as defined by ARTICLE 6, no additional payments will be made.
- B. Pre-Construction Services (if any) – If CONTRACTOR is providing Pre-Construction Services, the proposal must be supported by documentation to establish that adequate involvement by CONTRACTOR in the planning, engineering and design work will be performed to satisfy the requirements of the project. Required services may include (but are not limited to) constructability reviews, materials recommendations, alternatives analysis, development of cost and schedule estimates and tradeoffs, and similar services.

ARTICLE 5 – JOB ORDER MANAGEMENT

- A. Planning, Scheduling, Monitoring – Planning, scheduling and progress monitoring are essential functions of CONTRACTOR. If required by the Job Order, after the issuance of the Job Order CONTRACTOR shall prepare and submit to COUNTY a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The format of the Schedule of Values shall be as specified by COUNTY. In addition, if required by the Job Order, CONTRACTOR shall submit a CPM-based Construction Schedule that shall be maintained and updated for the duration of the project.

1. Project Management

CONTRACTOR shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work under each Job Order with such diligence as to maintain a steady rate of progress or, if there is a Construction Progress Schedule, the rate of progress indicated on the Construction Progress Schedule, to prevent work stoppage, and to ensure completion of the Project under each Job Order within the Contract Time.

2. Daily Log

CONTRACTOR shall maintain a Daily Log of construction activities using a form approved by COUNTY. CONTRACTOR shall include in the log all significant issues or problems affecting progress and completion of any Job Order.

If required in a Job Order, CONTRACTOR shall provide copies of the entries in the Daily Log to COUNTY no later than the morning of the next business day. The Daily Log does not constitute written notice to the COUNTY when such notice is required by the Contract.

3. Progress Schedule and Float

If CONTRACTOR submits an original or updated schedule which shows the Work under a Job Order and/or individual milestone(s) completing earlier than required by the adjusted Final Completion Date in the Job Order, the differences between the forecasted early completion and the required Final Completion Date shall be considered Project-owned float available for use by both COUNTY and CONTRACTOR.

B. Reporting

1. Monthly Reporting

If required by the Job Order, on the last business day of each calendar month, CONTRACTOR will deliver to the COUNTY a Monthly Narrative Report. The Report shall include a description of all current, issued, and in process Job Orders, the status of each and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action(s) taken or proposed.

The Report shall include for each job order the Start Date, the Final Completion Date, and, for Job Orders with more than sixty (60) days between such dates, either (A) the current Progress Schedule for the Project, or (B) the date by which CONTRACTOR is to submit a proposed Progress Schedule for approval by COUNTY.

If the Project under any Job Order is behind schedule in any month, CONTRACTOR'S Narrative Report shall indicate precisely what measures it will take in the next thirty days to put the Work back on schedule.

If requested by COUNTY, CONTRACTOR shall meet with COUNTY to review the monthly Update Report and to discuss any issues.

2. Contractor Responsibility

To the extent required in the Job Order for the Project, CONTRACTOR shall be responsible to prepare, submit and maintain the daily log, CPM schedules and Narrative Reports indicated above; failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain logs, schedules reports shall be solely CONTRACTOR'S responsibility and shall not be charged to COUNTY.

ARTICLE 6 – CHANGES AND CHANGED CONDITIONS

- A. Owner Directed Changes in the Scope of Work – By written directive at any time, COUNTY may make any changes within the general scope of the Work under a Job Order or issue additional instructions, require additional or modified Work or direct deletion of Work. CONTRACTOR shall not proceed with any change involving an increase or decrease in cost or time without prior written authorization from the COUNTY in the form of a completed and executed Change Order. If CONTRACTOR proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this article, CONTRACTOR waives all rights or claims CONTRACTOR may have as a result of the change. The COUNTY'S right to make changes shall not invalidate the Agreement or Job Order Contract Documents or relieve CONTRACTOR of any liability. Any requirement of notice of change to the Surety shall be the responsibility of CONTRACTOR.

ARTICLE 7 – DELAYS AND TIME EXTENSIONS

- A. Demonstration of Delay – It is agreed that no time extensions shall be granted nor delay damages paid by COUNTY unless the delay can be clearly demonstrated by CONTRACTOR on the basis of the updated Critical Path Schedule, cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of the Work or other reasonable means.

- B. Application of Float – Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the adjusted Final Completion Date. Since float time within the construction schedule is jointly owned, it is acknowledged that COUNTY-caused delays on the Project may be offset by COUNTY-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the CONTRACTOR, etc.).
- C. In such an event, CONTRACTOR shall not be entitled to receive a time extension or delay damages until all COUNTY-caused time savings are exceeded and the Final Completion Date or milestone date is also exceeded

ARTICLE 8 – PERFORMANCE MEASUREMENT

- A. Performance Assessment – Promptly after final completion of the Work under each Job Order, COUNTY will complete a written evaluation of CONTRACTOR'S performance of the Work. The evaluation shall consist of completion by COUNTY of the Performance Quality Evaluation Form attached as **Attachment "1"** to these **SPECIAL CONDITIONS**.
- B. Feedback – The completed Performance Evaluation will be shared with CONTRACTOR as a means of providing feedback regarding CONTRACTOR'S cost, schedule and quality performance. CONTRACTOR may submit additional information, comment, recommendations or rebuttal for association with the Performance Evaluation.
- C. Comparative Assessment – CONTRACTOR's cost, schedule and quality performance of Job Orders under this Contract will be compared periodically to the performance of other like-situated Contractors. The results of these comparisons will be provided to CONTRACTOR.

CONTRACTOR understands that these assessments will necessarily involve significant subjectivity. CONTRACTOR agrees to this process and agrees further that the application of subjectivity in these assessments shall not form the basis for any claim or cause of action of any form whatsoever.

- D. Consideration of Renewal – CONTRACTOR'S record of cost, schedule and quality performance and comparative assessments shall be significant considerations in the COUNTY'S determination whether to renew CONTRACTOR'S participation in the Agreement. CONTRACTOR agrees that any determination by COUNTY not to renew its participation based on performance will be at the sole discretion of COUNTY.

ARTICLE 9 – SUBCONTRACTORS

- A. Subcontractor Selection – CONTRACTOR will select Subcontractors in accordance with the Subcontractor Selection Plan incorporated into this Contract by reference.
- B. Subcontracts
 - 1. CONTRACTOR agrees to deliver to each Subcontractor and to cause each Subcontractor to deliver to each sub-subcontractor a copy of this Agreement and the Job Order Contract Documents relating to the Work of the Subcontractor or sub-subcontractor. CONTRACTOR agrees to include in its contract with each Subcontractor all provisions of the Agreement and Job Order documents required to be included in those contracts and to cause its Subcontractors to include the same provisions in their contracts with their sub-subcontractors at all tiers.
 - 2. Each Subcontract, or other Agreement, with any subcontractor for any job order shall include the address or location of the work.

- C. Assignment Upon Termination – CONTRACTOR hereby assigns to COUNTY (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by CONTRACTOR for performance of any part of the Work under each Job Order, which assignment will be effective upon termination of the Contract by the COUNTY and only as to those subcontracts and purchase orders which the COUNTY assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by CONTRACTOR to the COUNTY and its assigns. Such assignment is part of the consideration to COUNTY for entering into the Contract with CONTRACTOR and may not be withdrawn prior to final completion of the Work under each Job Order.

ARTICLE 10 – TERMINATION FOR CAUSE

Anything in the Contract Documents to the contrary notwithstanding, any termination of this Agreement shall automatically terminate all Job Orders as to which the Work is not complete, except that upon any termination of this Contract, COUNTY may elect by written notification to CONTRACTOR to continue in effect any or all then uncompleted Job Orders in which event this Agreement shall continue in effect as to each continued Job Order and shall terminate upon completion of the last such Job Order.

Anything in the Agreement to the contrary notwithstanding, (i) all indemnification provisions, reimbursement provisions and payment provisions shall survive termination of this Agreement under this Article and shall continue in effect indefinitely without termination, and (ii) all guarantee and warranty provisions and all provisions in the Agreement Documents requiring CONTRACTOR to correct any Work not in accordance with the relevant Job Order Documents shall not terminate upon termination of this Agreement and shall continue in effect thereafter in accordance with the terms of each such provision.

- A. Cause for Termination – In addition to the termination rights of the COUNTY in **ARTICLE 17 – TERMINATION OF CONTRACT FOR DEFAULT** of the Agreement between COUNTY and CONTRACTOR, the COUNTY may terminate any or all Job Orders and/or the overall Job Order Agreement at the election of COUNTY, upon the occurrence of any one or more of the following events:

1. If CONTRACTOR refuses or fails to prosecute the Work under any Job Order with such diligence as will ensure its completion within the Contract Time for that Job Order; or if the CONTRACTOR fails to complete the Work under any Job Order within the Contract Time for that Job Order;
2. If CONTRACTOR or any of its key Subcontractors under any Job Order is adjudged a bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if CONTRACTOR or any of its key Subcontractors under any Job Order or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning CONTRACTOR or any of its key Subcontractors under any Job Order, or if a trustee or receiver is appointed for CONTRACTOR or any of its key Subcontractors under any Job Order or for any of CONTRACTOR'S property on account of CONTRACTOR or a key Subcontractor under any Job Order, and, in each case, CONTRACTOR or its successor in interest or its respective key Subcontractor under any Job Order does not provide reasonably adequate assurance of future performance in accordance with the Contract Documents within 10 days after receipt of a request for assurance from the COUNTY;
3. If CONTRACTOR persistently fails to supply sufficient skilled workmen or suitable materials or equipment for the Work under any Job Order;
4. If, as to any Job Order, CONTRACTOR fails to make prompt payments to Subcontractors or Suppliers at any tier, or for labor, materials or equipment;
5. If CONTRACTOR fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
6. If, as to any Job Order, CONTRACTOR fails to follow any reasonable instructions by the COUNTY, which are consistent with the Construction Documents;

7. If, as to any Job Order, CONTRACTOR performs Work which deviates from the Job Order Documents and neglects or refuses to correct rejected Work; or
8. If, as to any Job Order, CONTRACTOR otherwise violates in any material way any provisions or requirements of this Agreement or any Job Order Contract Documents.

B. Notice and Cure Period – If COUNTY determines that one or more events of default described in **Article 10(A)** has occurred, the COUNTY may elect to terminate any or all Job Orders and/or terminate CONTRACTOR'S participation in the overall Agreement. To do this, the COUNTY must first give CONTRACTOR and its Surety written notice of the events of default ("**Notice of Default**") and allow CONTRACTOR and its Surety ten (10) calendar days to cure the events of default. If the events of default are not cured within the ten (10) calendar days, COUNTY may terminate any or all Job Orders and/or terminate CONTRACTOR'S participation in the overall Agreement by written notice to Contractor and its Surety.

C. Completion of Terminated Work

1. If any Job Order or participation in the Agreement is terminated, COUNTY may take over the Work under terminated Job Orders and prosecute them to completion, by contract or otherwise, and may exclude CONTRACTOR from the sites. The COUNTY may take possession of the Work under the terminated Job Orders and of all of CONTRACTOR's tools, appliances, construction equipment, machinery, supplies and plant which may be on the site of the Work for each terminated Job Order, and use the same to the full extent they could be used by CONTRACTOR, all without liability to CONTRACTOR.

In exercising the COUNTY'S right to prosecute the completion of the Work, the COUNTY may also take possession of all materials and equipment stored at the site or for which the COUNTY has paid CONTRACTOR but which are stored elsewhere. The COUNTY may use the foregoing items to finish the Work as the COUNTY deems expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.

2. If any Job Order is terminated, the COUNTY may demand that CONTRACTOR'S surety take over and complete the Work under the Job Order. The COUNTY may require that in so doing, the CONTRACTOR's surety not utilize CONTRACTOR in performing the Work. Upon the failure or refusal of CONTRACTOR's surety to take over and begin completion of the Work within 20 days after the demand, the COUNTY may take over the Work and prosecute it to completion as provided above.
3. As to any terminated Job Order, COUNTY shall have the option of requiring any, all or none of the Subcontractors and Sub-subcontractors to perform according to their subcontracts and may assign any or all of the subcontracts to a general contractor selected to complete the Work.
4. If COUNTY takes over the Work under any terminated Job Order, unexecuted orders entered into by CONTRACTOR for performance of any part of the Work will be effective upon acceptance by COUNTY in writing and only as to those subcontracts and purchase orders which the COUNTY designates in writing.

D. Payment for Terminated Work

1. If, as to any terminated Job Order, the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work and all COUNTY damages including, without limitation, liquidated damages and compensation for additional professional and CONTRACTOR services ("**COUNTY'S Termination Costs**"), such excess shall be used to pay CONTRACTOR for the Work it performed and for which CONTRACTOR has not been paid previously and the amount shall be determined using the Tasks, Unit Prices, Coefficients, and Other Tasks and Other Prices included in the Job Order. If, as to any terminated Job Order, the COUNTY'S Termination Costs exceed the unpaid balance of the Contract Price, CONTRACTOR shall immediately upon demand pay the difference to the COUNTY or the COUNTY may set off the amount against any other amounts owing to CONTRACTOR

for any cause whatsoever, whether current or future. In exercising the COUNTY'S right to prosecute the completion of the Work under any terminated Job Order, the COUNTY shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs to be incurred in completing the Work, and the COUNTY shall not be required to obtain the lowest figure for Work performed in completing the Project. If the COUNTY holds a competitive procurement for remedial Work or completion of the Work under a terminated Job Order, CONTRACTOR shall not be eligible for the award of such contracts.

2. CONTRACTOR shall be liable for any damage to the COUNTY resulting from the termination or from CONTRACTOR'S refusal or failure to complete the Work under any terminated Job Order and for all costs necessary for repair and completion of the Project under each terminated Job Order over and beyond the Contract Price. CONTRACTOR shall be liable for all legal fees and costs required to enforce the provisions of the Agreement and/or Job Order Documents.

E. Nonexclusive Remedies – In the event any Job Order or CONTRACTOR'S participation in the Agreement is terminated, the termination shall not affect any other rights of the COUNTY against CONTRACTOR. The rights and remedies of COUNTY under this **Article 10** are in addition to any other rights and remedies provided by law or under the Agreement or Job Order Contract Documents. Any retention or payment of monies to CONTRACTOR by COUNTY will not release CONTRACTOR from liability.

F. Erroneous Termination for Cause – If any Job Order or participation in the overall Agreement is terminated under this **Article 10**, and it is determined for any reason that there was no default under **Article 10**, the termination shall be deemed a Termination for Convenience of the COUNTY.

ARTICLE 11 – TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY, by written notice to CONTRACTOR, may terminate any Job Order or the overall Agreement in whole or in part if sufficient appropriated or other funds are not available or the COUNTY determines, in the sole discretion of the COUNTY, that such termination is in the COUNTY'S best interest. In such case, CONTRACTOR shall be paid for all Work under each Job Order for which CONTRACTOR has not been paid previously. CONTRACTOR shall also be paid reasonable termination expenses. In no event shall such payments as to any Job Order, exclusive of termination expenses, exceed the total Contract Price for the Job Order as reduced by payments previously made to CONTRACTOR and as further reduced by the value of the Work as yet not completed. Since profit and overhead are built into the Contract Price for each Job Order, CONTRACTOR shall not be entitled any additional profit or overhead on Work performed and in addition, CONTRACTOR shall not be entitled to any profit or overhead on Work not performed.

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ATTACHMENT 1 TO EXHIBIT "C" (2 pages)

PERFORMANCE EVALUATION FORM

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PERFORMANCE EVALUATION (CONSTRUCTION)		1. CONTRACT NUMBER 2. CEC NUMBER	
IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.			
PART I - GENERAL CONTRACT DATA			
3. TYPE OF EVALUATION (X one) <input type="checkbox"/> INTERIM (List percentage %) <input type="checkbox"/> FINAL <input type="checkbox"/> AMENDED		4. TERMINATED FOR DEFAULT <input type="checkbox"/>	
5. CONTRACTOR (Name, Address, and ZIP Code) 		6.a. PROCUREMENT METHOD (X one) <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED	
		6.b. TYPE OF CONTRACT (X one) <input type="checkbox"/> FIRM FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT	
		<input type="checkbox"/> OTHER (Specify)	
7. DESCRIPTION AND LOCATION OF WORK			
9. TYPE AND PERCENT OF SUBCONTRACTING			
9. FISCAL DATA	a. AMOUNT OF BASIC CONTRACT \$	b. TOTAL AMOUNT OF MODIFICATIONS \$	c. LIQUIDATED DAMAGES ASSESSED \$
10. SIGNIFICANT DATES	a. DATE OF AWARD	b. ORIGINAL CONTRACT COMPLETION DATE	c. REVISED CONTRACT COMPLETION DATE
PART II - PERFORMANCE EVALUATION OF CONTRACTOR			
11. OVERALL RATING (X appropriate block) <input type="checkbox"/> OUTSTANDING <input type="checkbox"/> ABOVE AVERAGE <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> MARGINAL <input type="checkbox"/> UNSATISFACTORY (Explain in Item 20 on reverse)			
12. EVALUATED BY			
a. ORGANIZATION (Name and Address (include ZIP Code)) 		b. TELEPHONE NUMBER (include Area Code) 	
c. NAME AND TITLE 		d. SIGNATURE 	
e. DATE 			
13. EVALUATION REVIEWED BY			
a. ORGANIZATION (Name and Address (include ZIP Code)) 		b. TELEPHONE NUMBER (include Area Code) 	
c. NAME AND TITLE 		d. SIGNATURE 	
e. DATE 			
14. AGENCY USE (Distribution, etc.)			

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL							16. EFFECTIVENESS OF MANAGEMENT						
	N/A	O	A	S	M	U		N/A	O	A	S	M	U
a. QUALITY OF WORKMANSHIP							a. COOPERATION AND RESPONSIVENESS						
b. ADEQUACY OF THE CQC PLAN							b. MANAGEMENT OF RESOURCES/ PERSONNEL						
c. IMPLEMENTATION OF THE CQC PLAN							c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)						
d. QUALITY OF QC DOCUMENTATION							d. ADEQUACY OF SITE CLEAN-UP						
e. STORAGE OF MATERIALS							e. EFFECTIVENESS OF JOB-SITE SUPERVISION						
f. ADEQUACY OF MATERIALS							f. COMPLIANCE WITH LAWS AND REGULATIONS						
g. ADEQUACY OF SUBMITTALS							g. PROFESSIONAL CONDUCT						
h. ADEQUACY OF QC TESTING							h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES						
i. ADEQUACY OF AS-BUILTS							i. IMPLEMENTATION OF SUBCONTRACTING PLAN						
j. USE OF SPECIFIED MATERIALS													
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER													
17. TIMELY PERFORMANCE							18. COMPLIANCE WITH LABOR STANDARDS						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE							a. CORRECTION OF NOTED DEFICIENCIES						
b. ADHERENCE TO APPROVED SCHEDULE							b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED						
c. RESOLUTION OF DELAYS							c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS						
d. SUBMISSION OF REQUIRED DOCUMENTATION													
e. COMPLETION OF PUNCHLIST ITEMS							19. COMPLIANCE WITH SAFETY STANDARDS						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES							a. ADEQUACY OF SAFETY PLAN						
g. WARRANTY RESPONSE							b. IMPLEMENTATION OF SAFETY PLAN						
							c. CORRECTION OF NOTED DEFICIENCIES						

20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)

DD FORM 2626 (BACK), JUN 84

END OF ATTACHMENT 1 TO EXHIBIT "C" - PERFORMANCE EVALUATION FORM

END EXHIBIT "C" - SPECIAL CONDITIONS

CHECK SHEET & TRANSMITTAL
Aztec Flooring LLC

DATE: January 14, 2021

PROJECT: JOB ORDER MASTER AGREEMENT: FLOORING SERVICES

 X Performance Bond
 JB (In accordance with the terms in the contract)
By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

 X Payment Bond
 JB (In accordance with the terms in the contract)
By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS.

INSURANCE

 X Certificate of Evidence of Workers' Compensation for Prime Contractor (as stated in the contract).

 X Certificate of Commercial General Liability Insurance (in the amount as stated in the contract) for Prime Contractor. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY.**

 X Certificate of Comprehensive Automobile Liability Insurance (in the amount as stated in the contract). **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMPREHENSIVE AUTOMOBILE LIABILITY.**

 N/A Certificate of Professional Liability Insurance

 X Builder's Risk Insurance (as stated in the contract)
The policy should list Pima County as a loss payee.

OTHER REQUIREMENTS

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

Maria Gonzales
Procurement Design & Construction
Ph.: (520) 724-8221 / Email: Maria.Gonzales@pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability
Endorsement Form (attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2021

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 Crest Insurance Group, LLC 5285 E Williams Cir. Ste 4500 Tucson AZ 85711	CONTACT NAME: Danel McArtin	
	PHONE (A/C, No, Ext): 520-881-5760	FAX (A/C, No): 520-325-3757
	E-MAIL ADDRESS: dmcartin@crestins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Aztec Flooring LLC dba Aztec Flooring 1215 E. Warehouse Avenue Tucson AZ 85719	INSURER A: Cincinnati Indemnity Company	23280
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1956540117**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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 Ded Per Cla GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP0292773	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP0292773	12/15/2020	12/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPP0292773	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Rented/Leased Equipment			EPP0292773	12/15/2020	12/15/2021	\$25,000 Limit \$500 Ded.

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

Certificate holder and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability). Waiver of Subrogation (General Liability & Automobile Liability) applies. Umbrella Liability Follows Form. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.
Re: Any & All Projects. Pima County is included as additional insured per the above and attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement Department
Design & Construction Division
130 W. Congress Street, 3rd Floor DT-AB3-126
Tucson AZ 85701-1317

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

Cody Ritchie

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

01/29/2021

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 PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620		CONTACT NAME: Paychex Insurance Agency Inc PHONE (A/C, NO. EXT): 877-266-6850 E-MAIL ADDRESS: Certs@paychex.com FAX (A/C, No): 585-389-7426													
INSURED AZTEC FLOORING LLC 1215 E WAREHOUSE AVE TUCSON, AZ 85719		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: OHIO SECURITY INSURANCE COMPANY</td><td>NAIC # 24082</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: OHIO SECURITY INSURANCE COMPANY	NAIC # 24082	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: OHIO SECURITY INSURANCE COMPANY	NAIC # 24082														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	XWS59080041	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

Project: Any and All

Waiver of Subrogation granted in favor of the certificate holder

CERTIFICATE HOLDERPima County Facilities Management
Department
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mam P Shali

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured:**

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.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. 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;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary 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 this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. 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 insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
 - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY / NONCONTRIBUTORY AMENDMENT OF
CONDITIONS FOR DESIGNATED ADDITIONAL
INSUREDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED IN WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS

With respect to insurance provided the additional insured shown in the Schedule, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

Where required by a written contract, this insurance is primary and noncontributory as respects any other insurance policy issued to the additional insured. Otherwise, **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance available to the additional insured whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend any claim or "suit" that any other insurer has a duty to defend. 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 any 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 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARIZONA AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED, 2. is amended to include:

e. Any person or organization, hereinafter referred to as **Additional Insured**:

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
- (2) For whom you are required to add as an additional insured, except any architect, engineer or surveyor, on a completed operations basis on this Coverage Part

under a written contract or written agreement:

- (1) But only with respect to liability caused, in whole or in part, by "your work" performed for that additional insured by you or on your behalf; and
- (2) If the written contract or written agreement specifies coverage for the additional insured in the "products-completed operation hazard".

With respect to the person(s) or organization(s) referenced in Paragraph **A.2.e.** above, their status as an additional insured under this endorsement will not apply beyond the period of time required in that written construction contract or agreement referred to in Paragraph **A.2.e.** above. If that written construction contract or agreement does not specify a period of time, this coverage will not apply beyond 1 year from the completion of "your work" where the work that caused the "bodily injury" or "property damage" occurred. "Your work" will be deemed completed as specified in Paragraph **a.(2)** of **SECTION V - DEFINITIONS, 19.** "Products-completed operations hazard".

B. With respect to the additional insureds referenced in Paragraph **A.2.e.** above, the following exclusion is added to Paragraph **2. Ex-**

clusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, this insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others; and
 - b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a. Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- b. Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2. "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.
3. "Bodily injury" or "property damage" arising out of "residential construction".

C. SECTION III - LIMITS OF INSURANCE is amended to include:

The limits of insurance available to the additional insured(s) will not exceed:

1. Those limits specified in the written construction contract or agreement referred to in Paragraph **A.2.e.** above; or
2. The Limits of Insurance specified in the Declarations of this Coverage Part;

whichever are less. If no limits are specified in that written construction contract or agreement, the limits available to the additional insured(s) will not exceed the Limits of Insurance specified in the Declarations of this Coverage Part. The limits of insurance available to the additional insured(s) are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

AUTOMATIC ADDITIONAL INSURED PROVISION

The written construction contract or agreement referred to in Paragraph **A.2.e.** above must:

1. Be currently in effect or become effective during the term of this Coverage Part; and
2. Have been executed prior to the "bodily injury" or "property damage" to which this endorsement pertains.

E. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance is amended to include the following:

1. Where required by the written construction contract or agreement referred to in Paragraph **A.2.e.** above, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or

noncontributing, whichever applies, with this insurance.

2. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- b. When other valid and collectible insurance is available to the additional insured:

- (1) As an additional insured by attachment of an endorsement to another insurance policy; and

- (2) On an excess basis.

In such case the coverage provided under this endorsement shall also be excess.

F. SECTION V - DEFINITIONS is amended to include:

1. "Residential construction" means:

- a. A structure where any of the structure's square foot area is used, or is intended, for the purpose of human habitation and includes, but is not limited to, single-family housing, multi-family housing, apartments, condominiums, townhouses, and similar structures intended for human habitation; and

- b. Common areas and appurtenant structures of those structures listed in Paragraph **1.a.** above.

"Residential construction" does not include:

- a. Hospitals or prisons; and

- b. Military housing, dormitories, long-term care facilities, hotels or motels, provided there is no individual ownership of units.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	13
11. Property Damage to Borrowed Equipment.....	13
12. Employees as Insureds - Specified Health Care Services:	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence.....	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission 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.

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 damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have

knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassign-

ment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held 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.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (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 di-

rectors. 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) Each of your "employees" who is or was authorized to administer your "employee benefit program".

- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- (c) 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.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules

below fix the most we will pay regardless of the number of:

- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) **Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be

reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. **Additional Conditions**

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. **Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer dam-

ages as a result of the act, error or omission.

- 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";
- (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 an act, error or omission 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 without our consent.

- (2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. 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 b. below.

b. 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.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission 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;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION 1 - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in **Section B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits of Insurance, 4.a. Bail Bonds** of this endorsement 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.

b. Paragraph 4. is replaced by the following:

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 the limit shown in **Section B. Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

(1) Damage is caused by the insured; or

(2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance 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;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or

- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and

- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, 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, subject to the following additional exclusions:
 - 1) The insurance afforded the vendor 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, unless 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.
- 2) This insurance does not apply to any insured person or organization:
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability caused, in whole or in part, by your ongoing operations performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d) and (e) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a) Providing engineering, architectural or surveying services to others; and

- b) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with the construction work you perform.

Subject to the final paragraph of this exclusion below, professional services include:

- a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b) Supervisory or inspection activities performed as a part of any architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- 2) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance** is hereby amended as follows:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- (1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or
- (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property** of Paragraph 2., **Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The

Limits of Insurance shown in Section B. **Limits of Insurance**, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

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

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance**, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**) is hereby deleted and replaced by the following:

- 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.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

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 and allowed by law.

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Endorsement No. 0002

Policy Effective 12/01/2020

Premium

State

Policy No. XWS (21) 59 08 00 41

Insured AZTEC FLOORING LLC

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Continental Flooring Company
(hereinafter "Principal"), as Principal, and Employers Mutual Casualty Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa
with its principal office in the City of Des Moines, holding a certificate of authority to
transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20,
Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona,
(hereinafter "Obligee") in the amount of Two Hundred Thousand and 00/100 (\$200,000.00)
for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated
February 16, 2021 for Job Order Master Agreement for Flooring Services, which contract is hereby
referred to and made a part hereof as fully and to the same extent as if copied at length herein.
Agreement No. MA-PO-21-121, Term 2-16-2021 to 2-15-2022

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal
faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and
agreements of the contract during the original term of the contract and any extension of the
contract, with or without notice to the Surety, and during the life of any guaranty required under
the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions
and agreements of all duly authorized modifications of the contract that may hereafter be made,
notice of which modifications to the Surety being hereby waived, the above obligation is void.
Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be
determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised
Statutes, to the same extent as if it were copies at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable
attorney fees that may be fixed by a judge of the court.

Witness our hands this 16th day of February, 2021.

Continental Flooring Company

Principal

Employers Mutual Casualty Company

Surety

By: 

Christopher L. Coleman
President

By: 

Melanie Ankeney
Attorney-In-Fact

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Continental Flooring Company
(hereinafter "Principal"), as Principal, and Employers Mutual Casualty Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa,
with its principal office in the City of Des Moines, holding a certificate of authority to
transact surety business in Arizona issued by the Director of Department of Insurance pursuant
to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona,
(hereinafter "Obligee") in the amount of Two Hundred Thousand and 00/100 (\$200,000.00)
for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated
February 16, 2021 for Job Order Master Agreement for Flooring Services, which contract is hereby
MA-PO-21-121, Term 2-16-2021 to 2-15-2022
referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal
promptly pays all monies due to all persons supplying labor or materials to the Principal or the
Principal's subcontractors in the prosecution of the work provided for in the contract, this
obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34,
Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be
determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2,
Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this
agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable
attorney fees that may be fixed by a judge in the court.

Witness our hands this 16th day of February, 2021.

Continental Flooring Company

Principal

Employers Mutual Casualty Company

Surety

By: 

Christopher L. Coleman
President

By: 

Melanie Ankeney
Attorney-In-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

MELANIE ANKENY

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

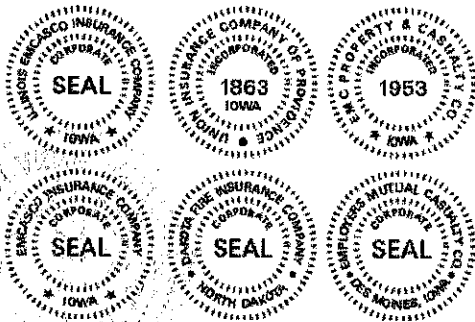
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16 day of February, 2021.

J D Clough

Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2020

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 Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614		CONTACT NAME: Risk Strategies Company	
www.risk-strategies.com		PHONE (A/C, No, Ext): 949-242-9240	FAX (A/C, No):
CA DOI License No. 0F06675		E-MAIL ADDRESS: syoung@risk-strategies.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Continental Flooring Company, Inc. 9319 N. 94th Way, Suite 1000 Scottsdale AZ 85258		INSURER A: Ohio Security Insurance Company	24082
		INSURER B: Ohio Casualty Insurance Company	24074
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

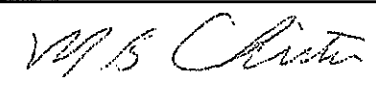
COVERAGES**CERTIFICATE NUMBER:** 58364306**REVISION NUMBER:**

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Ded: 1,000 BI/PD Per Occ.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BKS56264714	11/1/2020	11/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAS56264714	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			ESO56264714	11/1/2020	11/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Following Form GL AUTOs PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				

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

CERTIFICATE HOLDER**CANCELLATION**

Pima County Attn: Melissa Halaufia Procurement Department 130 W. Congress Street DT-AB-126, 3rd Floor Tucson AZ 85701-1317	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 Michael Christian 
--	--

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY – ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B	3
ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY – ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS – EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED – INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED – FELLOW EMPLOYEE EXTENSION – MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. **Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition 4. **Other Insurance**, Paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph 6. under **Section III – Limits Of Insurance** is replaced by the following:

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

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

- 9.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, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement of Section I – Coverage C – Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** 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.

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

- 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.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

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 Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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 architectural, engineering or surveying services.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**
 If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

- 2.** The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(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 "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 (b) above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

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

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, 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 expiration of the policy period in which the entity was acquired or formed by you;
 - 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.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

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 or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 6. **Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V – Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

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.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization 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" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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

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

Blanket Additional Insured Agreed

Location(s) Of Covered Operations

Any location(s) when You have agreed in a written
contract, agreement or permit

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" 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance 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

SCHEDULE

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

Blanket Additional Insured Agreed

Location And Description Of Completed Operations

Work Described in writing in the contract
agreement or permit

Location(s) at which You performed work described
in written contract, agreement or permit

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" 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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 2. The 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 Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 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 - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
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 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 Construction Project General Aggregate Limit.
- D. If the applicable 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ACCIDENTAL AIRBAG DEPLOYMENT	13
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	4
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	21
AMENDED FELLOW EMPLOYEE EXCLUSION	6
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	15
BODILY INJURY REDEFINED	25
EMPLOYEES AS INSURED (Including Employee Hired Auto)	3
EXTRA EXPENSE – BROADENED COVERAGE	11
GLASS REPAIR – WAIVER OF DEDUCTIBLE	17
HIRED AUTO COVERAGE TERRITORY	23
HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)	7
LOAN / LEASE GAP (Coverage Not Available In New York)	16
NEWLY FORMED OR ACQUIRED SUBSIDIARIES	2
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	18
PERSONAL EFFECTS COVERAGE	12
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	9
PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM	14
PRIMARY AND NON-CONTRIBUTORY – WRITTEN CONTRACT OR WRITTEN AGREEMENT	24
RENTAL REIMBURSEMENT	10
SUPPLEMENTARY PAYMENTS	5
TOWING AND LABOR	8
TRAILERS – INCREASED LOAD CAPACITY	1
TWO OR MORE DEDUCTIBLES	19
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	20
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	22

SECTION I – COVERED AUTOS is amended as follows:

1. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I – COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II – LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or

- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or

- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";

- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

- d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual 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.
- e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

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

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 12.B.

11. EXTRA EXPENSE – BROADENED COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

14. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

- (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
- (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
- (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V – DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

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

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV– BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) Member, if you are a limited liability company;
- (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V – DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 59 WE IY8111

Endorsement Number:

Effective Date: 09/21/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: CONTINENTAL FLOORING COMPANY

9319 N 94TH WAY STE 1000

SCOTTSDALE AZ 85258

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

CHECK SHEET & TRANSMITTAL
Flooring Systems of Arizona Inc

DATE: January 14, 2021

PROJECT: JOB ORDER MASTER AGREEMENT: FLOORING SERVICES

X Performance Bond
(In accordance with the terms in the contract)
WM By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

X Payment Bond
(In accordance with the terms in the contract)
WM By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS.

INSURANCE

X Certificate of Evidence of Workers' Compensation for Prime Contractor (as stated in the contract).

X Certificate of Commercial General Liability Insurance (in the amount as stated in the contract) for Prime Contractor. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY.**

X Certificate of Comprehensive Automobile Liability Insurance (in the amount as stated in the contract). **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMPREHENSIVE AUTOMOBILE LIABILITY.**

N/A Certificate of Professional Liability Insurance

X Builder's Risk Insurance (as stated in the contract)
The policy should list Pima County as a loss payee. - AS NEEDED

OTHER REQUIREMENTS

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

Maria Gonzales
Procurement Design & Construction
Ph.: (520) 724-8221 / Email: Maria.Gonzales@pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability
Endorsement Form (attached)



PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-8221 • FAX (520) 724-3646

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMPREHENSIVE AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

Flooring Systems of Arizona Inc - SUB CONTRACTOR
CREST INSURANCE GROUP
Insured Firm

DT CO 7R290676 1/1/21 to 1/1/22
Policy Number

TRAVELERS
Insurance Carrier

Authorized Carrier Signature

JASON PROSSER
Printed Name

1.28.21
Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2021

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 Crest Insurance Group, LLC 5285 East Williams Circle Suite 4500 Tucson AZ 85711	CONTACT NAME: Danel McCartin
	PHONE (A/C, No, Ext): 520-881-5760 FAX (A/C, No): 520-325-3757
	E-MAIL ADDRESS: dmccartin@crestins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Insurance Companies NAIC # 39357
	INSURER B: Travelers Property Casualty Ins. Co/IL NAIC # 38130
	INSURER C: Travelers Indemnity Company NAIC # 25658
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES	CERTIFICATE NUMBER: 1069300255	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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-7R290676-COF-21	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-7R29085A-21-26-G	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-7R291010-21-26	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB-7R291058-21-26-G	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER STATE OF ARIZONA E.L. EACH ACCIDENT \$ 1,000,000 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 and others when required in a written contract or agreement are Additional Insured (General Liability & Automobile Liability) including Products Completed. Coverage is Primary & Non-Contributory (General Liability & Automobile Liability). Waiver of Subrogation (General Liability, Automobile Liability & Workers Compensation) applies. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions. Umbrella Liability follows form. A 30 Day Notice of Cancellation applies.
Pima County is named as additional insured per the above and attached endorsements.

CERTIFICATE HOLDER Pima County Procurement Department Design & Construction Division 130 W. Congress Street, 3rd Floor DT-AB3-126 Tucson AZ 85701-1317	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cody Ritchie</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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 the 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. Limitations and exclusions may apply to these coverages. 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"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent, for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - The airbags are not covered under any warranty; and
 - The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-

POLICY NUMBER: DT-CO-7R290676-COF-21

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DESIGNATED ORGANIZATION:

ARTISANS ADVANTAGE ENHANCED COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM
COMMERCIAL PROPERTY CONDITIONS
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

When this endorsement is attached to the policy, insurance under the Building and Personal Property Coverage Form, the Causes of Loss – Special Form, the Commercial Property Conditions and the Commercial General Liability Coverage Form is enhanced to provide the coverages described in this endorsement. All other conditions of the policy continue to apply.

This coverage is subject to the provisions applicable to the Building and Personal Property Coverage Form, Causes of Loss – Special Form, the Commercial Property Conditions and the General Liability Coverage Form.

SCHEDULE

<u>Coverage Enhancements</u>	<u>Limits of Insurance Each Location</u>
<u>Property Coverage</u>	
Premises Boundary	1,000 feet
<u>Property Coverage Extensions</u>	
Newly Acquired or Constructed Property	
Buildings	\$500,000. at Each Building
Business Personal Property	\$250,000. at Each Building
Personal Effects and Property of Others	\$ 25,000. at Replacement Cost
Valuable Papers and Records (Other than Electronic Data)	\$ 25,000.
Property Off-Premises (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Outdoor Property (Named Perils)	\$ 1,000. per tree/shrub, max. limit \$25,000.
Non-Owned Detached Trailers	\$ 10,000.
Accounts Receivable	\$ 50,000.
Property in Transit (Including Laptops and Other Electronic Equipment)	\$ 15,000.
Fine Arts	\$ 25,000.
<u>Property Additional Coverages</u>	
Debris Removal	\$ 25,000.
Fire Department Service Charge	\$ 5,000.
Pollutant Clean-up and Removal	\$ 15,000.
Electronic Data	\$ 25,000.
Interruption of Computer Operations	\$ 15,000.
Arson Reward	\$ 5,000.
Water Back-Up and Sump Overflow	\$ 25,000.
Brands and Labels	\$ 25,000.
Employee Theft	\$ 10,000.
Business Income Including Extra Expense	\$ 25,000.
Business Income from Dependent Properties	\$ 10,000.
Claims Expenses	\$ 10,000.
Inventory or Appraisal Cost	\$ 5,000.
Money and Securities	
Inside	\$ 10,000.
Outside	\$ 5,000.
Off Premises Power Failure – Direct Damage	\$ 10,000.
Ordinance or Law Coverage	
Coverage A	Included within Building Limit.
Coverages B and C Combined	25% of Bldg. Limit, \$150,000. maximum
Outdoor Signs	\$ 10,000.
Recharging of Fire Extinguishers	\$ 5,000.
Unauthorized Business Card Use	\$ 5,000.
Forgery or Alteration	\$ 10,000.
Salespersons Samples	\$ 2,500.

Inland Marine Coverages

Installation Coverage	\$ 10,000.
Contractors Equipment Coverages:	
Small Tools	\$ 5,000. (Maximum limit per item \$1,000)
Employee Small Tools	\$ 1,000. (Maximum limit per item \$250)
Leased and Rented Equipment	\$ 5,000.
Rental Reimbursement	\$ 1,000.

General Liability Additional Coverages

Blanket Additional Insured (Including Primary Non-Contributing Coverage)	Included in Each Occurrence Limit
Mobile Equipment Broadened Coverage	Included in Each Occurrence Limit
Aggregate Limit Per Project	Included in Each Occurrence Limit
Blanket Waiver	Included in Each Occurrence Limit
Voluntary Property Damage Coverage	\$ 2,500.

The following applies to coverages under this endorsement only.

Property Coverage

The phrase 'within 100 feet of the described premises' used in Paragraphs **a.(5)(b)**, **b.** and **c.(2)** under **A.1. Covered Property** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and Paragraph **2.c.(1)** under **C. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM** is replaced by the phrase 'within 1,000 feet of the described premises'.

Property Coverage Extensions

Paragraph **A.5. Coverage Extensions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted in its entirety and replaced by the following:

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises, intended for:
 - (i)** Similar use as the building described in the Declarations; or
 - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i)** Business personal property, including such property that you newly acquire, at any location you acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
- (ii)** Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii)** Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

- (1)** You may extend the insurance that applies to Your Business Personal Property to apply to:

- (a) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
- (b) Personal property of others in your care, custody or control.

This Extension does not apply to employee tools.

- (2)** The most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

(3) Extension Of Replacement Cost To Personal Property Of Others

- (a) Replacement Cost coverage is extended to apply to personal property of others.
- (b) Paragraphs 3.b.(1) and 4. under **G. Optional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- (c) With respect to replacement cost on the personal property of others the following limitation applies:

If an item of personal property of others is subject to a written contract which governs your liability for loss or damage to that item, then valuation of that item will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1)** You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to research lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2)** Coverage under this Extension is limited to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form.

- (3)** This Extension does not apply to:

- (a) Property held as samples or for delivery after sale;
- (b) Property in storage away from the premises shown in the Declarations.

- (4)** Section **B. Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:

- (a) Paragraph **B.1.c.** Governmental Action;
- (b) Paragraph **B.1.d.** Nuclear Hazard;
- (c) Paragraph **B.1.f.** War And Military Action;
- (d) Paragraph **B.2.f.**;
- (e) Paragraph **B.2.g.**; and
- (f) Paragraph **B.3.**

- (5)** The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$25,000.

For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence. Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-Premises (Including Laptops And Other Electronic Equipment)

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$15,000.

e. Outdoor Property (Named Perils)

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, retaining walls (other than retaining walls that are a part of a building), radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Vandalism;
- (5) Vehicle Damage;
- (6) Riot or Civil Commotion; or
- (7) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$10,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Accounts Receivable

- (1) You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:

- (a) All amounts due from your customers that you are unable to collect;
 - (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - (c) Collection expenses in excess of your normal collection expenses that are made necessary by "loss"; and
 - (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;
- that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.
- (2) The most we will pay under this Extension for loss or damage in any one occurrence at each described "premises" is \$50,000.
- (3) Section **B.Exclusions** in the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Extension, except for:
- (a) Paragraph **B.1.c.** Governmental Action;
 - (b) Paragraph **B.1.d.** Nuclear Hazard;
 - (c) Paragraph **B.1.f.** War And Military Action;
 - (d) Paragraph **B.2.f.**;
 - (e) Paragraph **B.2.g.**; and
 - (f) Paragraph **B.3.**
- (4) The following additional exclusion applies to the Extension:
- We will not pay for:
- (a) Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money," "securities" or other property.
This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - (b) Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
 - (c) Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

h. Property In Transit (Including Laptops And Other Electronic Equipment)

F.1. under **Additional Coverage Extensions** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with the following:

1. Property In Transit (Including Laptops And Other Electronic Equipment)

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$15,000.

i. Fine Arts

- (1) You may extend the insurance that applies to Your Business Personal Property to cover "fine arts" owned by you and located on the premises described in the Declarations
- (2) In addition to the exclusions in **CAUSES OF LOSS – SPECIAL FORM** we will not pay for loss or damage caused by or resulting from repairing, restoration, or retouching processes.
- (3) In the event of loss or damage, we will pay the actual cash value of the item. The actual cash value will be the price you paid for the item, or the value as determined by an appraisal of the item not more than 360 days prior to the date of loss or damage. In no event will the actual cash value exceed the amount necessary to repair or replace the item with substantially like property.

(4) The most we will pay for "fine arts" at any premises described in the Declarations is \$25,000.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

Property Additional Coverages

The following are Additional Coverages. The Additional Condition, Coinsurance, does not apply to these coverages.

A. Debris Removal

A.4.a. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced as follows:

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense	\$ 35,500

Debris Removal Expense
Payable

Basic Amount \$ 10,500
Additional Amount \$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500). The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$35,500) exceeds 25% of the loss payable plus the deductible (\$35,500 is 44.375% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$35,500 = \$115,000) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$35,500.

B. Fire Department Service Charge

A.4.c. of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced as follows:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

C. Pollutant Clean-up And Removal

A.4.d. of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced as follows:

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$15,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

D. Electronic Data

A.4.f. of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced as follows:

f. Electronic Data

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data, which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) In addition to the "specified causes of loss" as defined in the **CAUSES OF LOSS – SPECIAL FORM**, and Collapse as set forth in that form, the following are covered causes of loss:
 - (a) A virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
 - (b) Changes in your electrical power supply, including interruption, power surge, blackout or brownout, if the cause of such event originates 100 feet or less from any premises described in the Declarations;
 - (c) Dishonest acts committed by your employees acting alone or in collusion with other persons, except you or your partners, directors or trustees, but theft by employees is not covered;

- (d) Dampness or dryness of atmosphere or changes in or extremes of temperature;
 - (e) Floods, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; and
 - (f) Earth movement, such as an earthquake, landslide or earth sinking, rising or shifting.
- (4) The most we will pay under this **Additional Coverage – Electronic Data** is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved.

E. Interruption Of Computer Operations

We will pay your necessary "Extra Expense" to continue normal operations caused by an interruption in computer operations due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

We will also pay for your actual "Business Income" if you must close all or part of your business due to destruction or corruption of your electronic data due to a Covered Cause of Loss.

The most we will pay under this coverage is \$15,000 for any one occurrence.

Under this **Additional Coverage – Interruption Of Computer Operations**, electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

F. Arson Reward

We will reimburse you for an arson reward that you give to someone who discloses information that leads to the conviction of a person or persons for arson at the premises described in the Declarations.

The most we will pay under this coverage is \$5,000 each occurrence.

G. Water Back-Up And Sump Overflow

1. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
 - a. Water which backs up through or overflows from a sewer or drain; or
 - b. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph b. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.
2. The coverage described in Paragraph 1. above does not apply to loss or damage resulting from an insured's failure to:
 - a. Keep a sump pump or its related equipment in proper working condition; or
 - b. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
3. The most we will pay under this coverage is \$25,000 each occurrence.
4. With respect to the coverage provided in this **Additional Coverage – Water Back-Up and Sump Overflow**, Paragraph 3. of the **Water Exclusion** included in this Policy does not apply.

H. Brands And Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or part of the property at an agreed or appraised value. If so, you may:

1. Stamp the word 'Salvage' on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
2. Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in Paragraphs 1. and 2. above. The most we will pay for these costs and the value of the damaged property under this Additional Coverage is \$25,000.

Payments under this Additional Coverage are subject to and not in addition to the Limits of Insurance.

I. Employee Theft

1. We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from "theft" committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, members or managers) with the manifest intent to:
 - a. Cause you to sustain loss or damage; and also
 - b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (1) Any "employee"; or
 - (2) Any other person or organization.

2. We will not pay for loss or damage:
 - a. Resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers," directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons; or
 - b. The only proof of which as to its existence or amount is one or both of the following:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
3. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$10,000.
4. All loss or damage:
 - a. Caused by one or more "employees"; and
 - b. Involving a single act or series of related acts; is considered one occurrence.
5. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
6. This Additional Coverage does not apply to loss caused by an "employee" after discovery by:
 - a. You; or
 - b. Any of your partners, officers or directors, or members or "managers" not in collusion with the "employee"; of any "theft" or any other dishonest act committed by that "employee" before or after being hired by you.
7. **Extended Period To Discover Loss**
 - a. We will pay for loss that you sustained prior to the effective date of termination or cancellation of this policy, which is discovered by you no later than 1 year from the date of that termination or cancellation.
 - b. However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded by this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
8. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - a. This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - b. The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
9. The insurance under Paragraph 8. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - a. This Additional Coverage as of its effective date; or
 - b. The prior insurance, had it remained in effect.
10. None of the exclusions in Section **B. Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Employee Theft Coverage provided under this endorsement except:
 - a. **B.1.c. Governmental Action;**
 - b. **B.1.d. Nuclear Hazard;** and
 - c. **B.1.f. War And Military Action.**
11. We will not pay for loss as specified below:
 - a. **Acts Committed by You or Your Partners**

Loss resulting from any dishonest or criminal act committed by your or any of your partners whether acting alone or in collusion with other persons.
 - b. **Indirect Loss**

Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:

 - (1) Your inability to realize income that you would have realized had there been no loss of, or loss from damage to "money" and "securities".
 - (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage.

- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage.

c. Legal Expenses

Expenses related to any legal action.

12. Ownership Of Property; Interests Covered

The property covered under this Additional Coverage is limited to property:

- a. That you own or lease;
- b. That you hold for others; or
- c. For which you are legally liable, except for property inside the premises of a "client" of yours.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

13. Valuation – Settlement

Subject to the Limit of Insurance, we will pay for:

- a. Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - (1) At face value in the "money" issued by that country; or
 - (2) In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.
- b. Loss of "securities" but only up to and including their value at the close of business on the day that loss was discovered. We may, at our option:
 - (1) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
 - (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Value of the "securities" at the close of business on the day the loss was discovered; or
 - (b) Limit of Insurance.

J. Business Income Including Extra Expense

1. Coverage

a. Business Income

Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Business Income includes "Rental Value."

We will pay the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

b. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expenses to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the premises described in the Declarations or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location;
- (2) Minimize the "suspension" of business if you cannot continue "operations."

We will pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

2. Additional Coverages

a. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 1,000 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations," the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

b. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
 - (2) When Civil Authority for Business Income ends;
- whichever is later.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this additional coverage, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations," with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this additional coverage, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and

(b) Ends on the earlier of:

- (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
- (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

3. Limits of Insurance

The most we will pay for loss under this **Additional Coverage - Business Income Including Extra Expense** in any one occurrence is \$25,000.

Payments under the following additional coverages will not increase the applicable Limit of Insurance:

- a. Alterations and New Buildings;
- b. Civil Authority; or
- c. Extended Business Income.

4. Valuation

The following is added to **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

g. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no loss or damage occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (b) Deeds, liens or contracts.

h. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

i. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Additional Coverage and:

- (1) We have reached an agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

j. Resumption of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

5. Limitation – Interruption of Computer Operations

- a. Coverage for Business Income does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the **Additional Coverage – Interruption Of Computer Operations**.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

K. Business Income From Dependent Properties

1. We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the coverage period. The "suspension" must be caused by direct physical loss of or damage at the premises of a dependent property caused by or resulting from a Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to electronic data, including destruction or corruption of electronic data. If the dependent property sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced. Electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.

The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

2. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:
 - a. Source of materials; or
 - b. Outlet for your products.
3. If you do not resume "operations," or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
4. Business Income, as it pertains to this **Additional Coverage – Business Income From Dependent Properties**, means:
 - a. Net income (net profit or loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any net income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss; and
 - b. Continuing normal operating expenses incurred, including ordinary payroll.
5. Dependent property means property operated by others whom you depend on to:
 - a. Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;
 - b. Accept your products or services;
 - c. Manufacture your products for delivery to your customers under contract for sale; or
 - d. Attract customers to your business.The dependent property must be located in the coverage territory of this policy.
6. The coverage period for Business Income under this Additional Coverage:
 - a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and
 - b. Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.
7. The Business Income coverage period, as stated in Paragraph 6., does not include any increased period required due to the enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down, of any property; or
 - b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

L. Claims Expenses

In the event of covered loss or physical damage we will pay up to \$10,000 in any one occurrence as an additional Limit of Insurance to cover reasonable expenses incurred by you at our specific request to assist us in:

1. The investigation of a claim or suit; or
2. The determination of the amount of loss, such as taking inventory, or auditing business records.

M. Inventory Or Appraisal Cost

We will pay up to \$5,000 each occurrence for the cost of any inventory or appraisal required as a result of direct physical loss or damage to covered property caused by or resulting from a Covered Cause of Loss.

N. Money And Securities

1. We will pay for loss of "money" and "securities" used in your business caused by "theft," disappearance or destruction. The most we will pay for loss in any one "occurrence" under this coverage is:
 - a. \$10,000 for "money" and "securities" while inside the "premises" or a "banking premises."
 - b. \$5,000 for "money" and "securities" while in the care and custody of a "messenger."

2. Additional Exclusions Applicable to Money And Securities

We will not pay for loss as specified below:

- a. Loss resulting from accounting or arithmetical errors or omissions;
- b. Loss resulting from the giving or surrendering of property in any exchange or purchase.
- a. Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- d. Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:
 - (1) Acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- e. Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises."
 - (1) On the basis of unauthorized instructions; or
 - (2) As a result of a threat to do:
 - (a) Bodily harm to any person; or
 - (b) Damage to any property.
 - (3) But, this exclusion does not apply to loss of "money" and "securities" while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- f. Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

3. Additional Conditions

- a. The reference to "money" and "securities" in Subparagraph **A.2.a. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** does not apply to the coverage provided by this form.
- b. You must keep records of all "money" and "securities" so we can verify the amount of loss or damage.

O. Off Premises Power Failure – Direct Damage

1. With respect to coverage provided in this **Additional Coverage – Off Premises Power Failure – Direct Damage**, Exclusion **B.1.e.** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted in its entirety and replaced as follows:

e. Utility Services

The failure of utility service (other than Power Supply Service) supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph **B.4.a.(1)** applies to these coverages.

2. The following Additional Coverage is added:

Off Premises Power Failure – Direct Damage

- a. We will pay for loss of or damage to Covered Property caused by an interruption in Power Supply Service to the described premises. The interruption in Power Supply Service must result from direct physical loss or damage by a Covered Cause of Loss to property that is located off the described premises.
- b. Coverage under this Additional Coverage does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in Paragraph 5. **Limitation – Interruption of Computer Operations** included in **Additional Coverage – Business Income Including Extra Expense** of this form.
- c. Power Supply Service means the following types of property supplying electricity, steam or gas to the described premises:
 - (1) Utility generating plants;
 - (2) Switching stations;
 - (3) Substations;
 - (4) Transformers; and
 - (5) Transmission lines, including overhead transmission lines.
- d. The most we will pay for any one occurrence is \$10,000.

P. Ordinance Or Law Coverage

Exclusion **B.1.a. Ordinance Or Law** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and the following coverage applies:

1. Ordinance or Law Coverage applies only if the following is satisfied.
 - a. The ordinance or law:
 - (1) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - (2) Is in force at the time of loss.But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.
 - b.
 - (1) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - (2) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - (3) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this additional coverage even if the building has also sustained covered direct physical damage.
 - c. In the situation described in **1.b.(2)** above, we will not pay the full amount of loss otherwise payable under the terms of **Coverage A** and/or **Coverage B and C Combined** of this additional coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.
However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of **Coverages A** and/or **B and C Combined** of this endorsement.
2. Under this coverage, we will not pay for loss due to any ordinance or law that:
 - a. You were required to comply with before the loss, even if the building was undamaged; and
 - b. You failed to comply with.
3. Under this coverage, we will not pay for:
 - a. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus," wet or dry rot or bacteria; or
 - b. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," "fungus," wet or dry rot or bacteria.

4. Coverage A: Coverage for Loss to the Undamaged Portion of the Building

- a. If a Covered Cause of Loss occurs to covered building property at the premises described in the Declarations, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
- b. **Coverage A** is included within the Limit of Insurance applicable to the covered building property at the premises described in the Declarations. **Coverage A** does not increase the Limit of Insurance.
- c. Loss will be determined as follows:
 - (1) If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same premises or another premises, we will not pay more than the lesser of:
 - (a) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.
 - (2) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:
 - (a) The actual cash value of the building at the time of loss; or
 - (b) The Limit of Insurance shown in the Declarations as applicable to the covered building property.

5. Coverages B: Demolition Cost and C: Increased Cost of Construction (Combined)

If a Covered Cause of Loss occurs to covered building property, we will pay up to 25 percent (25%) of the Limit of Insurance applicable to building property at the premises described in the Declarations, subject to a maximum limit of \$150,000, for the total of all covered losses (combined) for Demolition Cost and Increased Cost of Construction. Subject to these limits of coverage, the following conditions will apply:

a. Demolition Cost

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.
- (2) The Coinsurance Additional Condition does not apply to Demolition Cost.
- (3) We will not pay more than the amount you actually spend to demolish and clear the site of the premises described in the Declarations.

b. Increased Cost of Construction

- (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
 - (a) Repair or reconstruct damaged portions of that building property; and/or
 - (b) Reconstruct or remodel undamaged portions of that building property, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.However:
 - (a) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - (b) We will not pay for increased cost of construction if the building is not repaired, reconstructed or remodeled. The Coinsurance Additional Condition does not apply to Increased Cost of Construction.
- (2) When covered building property is damaged or destroyed by a Covered Cause of Loss and Increased Cost of Construction applies to that property in accordance with **b.(1)** above, coverage for the Increased Cost of Construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **b.(1)**:
 - (a) The cost of excavations, grading, backfilling and filling;
 - (b) Foundation of the building;
 - (c) Pilings; and
 - (d) Underground pipes, flues and drains.The items listed in **(2)(a)** through **(2)(d)** above are deleted from Property Not Covered, but only with respect to the coverage described in this provision **5.b**.
- (3) Loss Payment will be determined as follows:

- (a) We will not pay:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (b) If the building is repaired or replaced at the same premises, or you elect to rebuild at another premises, the most we will pay is the increased cost of construction at the same premises.

Q. Outdoor Signs

1. We will pay for direct physical loss of or damage to all Outdoor Signs at the premises described in the Declarations:
 - a. owned by you; or
 - b. owned by others but in your care, custody or control.
2. None of the exclusions in Section B. **Exclusions** of the **CAUSES OF LOSS – SPECIAL FORM** apply to Outdoor Signs provided under this coverage except:
 - a. **B.1.c. Governmental Action;**
 - b. **B.1.d. Nuclear Hazard;** and
 - c. **B.1.f. War and Military Action.**
3. We will not pay for loss or damage caused by or resulting from:
 - a. wear and tear;
 - b. hidden or latent defect;
 - c. rust;
 - d. corrosion; or
 - e. mechanical breakdown.

The most we will pay for loss of or damage in any one occurrence is \$10,000.

R. Recharging Of Fire Extinguishers

We will pay for expenses you incur for the recharging of Fire Extinguishers made necessary by the fighting of a fire at the premises described in the Declarations or adjacent to such property.

The most we will pay for any one occurrence is \$5,000.

S. Unauthorized Business Card Use

We will pay for the loss of "money" resulting from theft, forgery or unauthorized use of credit, debit or charge cards issued in the business name to you, your partners or officers, including:

1. Fund transfer cards;
2. Charge plates; and
3. Telephone cards.

The most we will pay under this Additional Coverage during each 12 month period of this policy (including any extension of less than one year), is \$5,000.

We will not pay for loss resulting from the use of any credit, debit or charge card if not customarily used in your business.

T. Forgery Or Alteration

1. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - (a) Made or drawn by or drawn upon you; or
 - (b) Made or drawn by one acting as your agent;
 or that are purported to have been so made or drawn.
 For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.
2. If you are sued for refusing to pay any instrument covered in Paragraph 1. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.
3. The most we will pay for any loss in any one "occurrence" including legal expenses is \$10,000.

U. Salespersons Samples

1. We will pay for loss of or damage to Covered Property from a Covered Cause of Loss to samples (including their containers) of your stock in trade that are:
 - (a) Owned by you; or

(b) The property of others for which you are legally liable.

But this coverage applies only while such property is:

(a) In the custody of your salespersons or authorized sales representatives;

(b) In your custody, if you are an individual, while you are acting as a salesperson; or

(c) In due course of transit to or from your premises and your salespersons or authorized sales representatives.

3. Additional Exclusion Applicable to Salespersons Samples

We will not pay for loss as specified below:

Theft from an unattended vehicle unless at the time of theft, its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

4. The most we will pay under this coverage is \$2,500 in any one occurrence.

Inland Marine Coverages

The following coverages are added under **4. Additional Coverages** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**. The Additional Condition, Coinsurance, does not apply to these coverages.

A. Installation Coverage

1. Coverage

a. We will pay for loss of or damage to the following property:

(1) Materials, supplies, equipment, machinery and fixtures owned by you or in your care, custody or control, and which are to be installed by you or at your direction; and

(2) Temporary structures built or assembled by you on site, including cribbing, scaffolding and construction forms.

This property is covered while:

(1) At any job site you do not own, lease or operate;

(2) Awaiting and during installation, or awaiting acceptance by the purchaser;

(3) At a "temporary storage location."

But property in transit is not covered except as provided under Property Extension – Property In Transit.

b. This Additional Coverage does not apply to:

(1) An existing building or structure to which an addition, alteration, improvement or repair is being made;

(2) Property stored at a permanent warehouse or storage yard that you own;

(3) A plan, blueprint, design or specification; and

(4) Machinery, tools, equipment, supplies or similar property that will not become a permanent part of the project. This includes contractors equipment and other tools belonging to a contractor or sub-contractor.

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

(1) The cost to make good or replace faulty or defective materials or workmanship;

(2) Penalties for noncompletion or non-compliance with any contract terms or conditions;

(3) Testing including stand-up performance, stress, pressure, overload testing of the covered property;

(4) A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification; or

(5) The weight of a load when it exceeds the designed capacity of any property covered under this Additional Coverage to lift, move or support the load from any position.

2. The following is added to E.7. Valuation of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

f. As respects your materials, supplies, machinery, fixtures and equipment and similar property of others in your care, custody or control which will become a permanent part of your installation, fabrication or erection project, the value of covered property may be valued as follows:

(1) **Actual Cost to Repair, Replace or Rebuild.** The value of covered property will be based on the lesser of the following accounts:

(a) The actual cost to repair, replace or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor and reasonable overhead expenses; or

(b) The amount you actually spend to repair, replace or rebuild the covered property.

This valuation provision does not apply to Paragraphs (2) or (3) below.

- (2) **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- (3) **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

3. Limit of Insurance

The most we will pay for loss or damage to property covered under this Additional Coverage is \$10,000 per occurrence. This is the most we will pay regardless of:

- a. The number of job sites you do not own, lease or operate; or
- b. "Temporary storage locations."

4. With respect to this coverage, Installation Coverage, Section D. Deductible of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by the following:**

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

5. Paragraph e. of C.1. Limitations of the **CAUSES OF LOSS – SPECIAL FORM is replaced by the following:**

- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

But, this limitation does not apply to covered property in the custody of a carrier for hire.

6. The following are added to F. Additional Conditions of the **BUILDING AND PERSONAL COVERAGE FORM:**

3. Carriers for Hire

You may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

4. Coverage provided under the Installation Coverage will end when one of the following first occurs:

- (1) This policy expires or is cancelled;
- (2) The property covered under this Additional Coverage is accepted by the purchaser;
- (3) Your interest in the property covered under this Additional Coverage ceases;
- (4) You abandon the project to be performed by you for the purchaser, with no intention to complete it;
- (5) 90 days after the project to be performed by you for the purchaser is completed, unless we specify a different date in writing.

B. Contractors Equipment Coverage

1. Your "Small Tools" and "Small Tools" Owned by Your Employees

We will pay for your "small tools" and "small tools" owned by your employees. The most we will pay is as follows:

Limit for Your "Small Tools":	\$5,000. (maximum limit per item \$1,000)
Limit for "Small Tools" Owned by Your Employees:	\$1,000. (maximum limit per item \$250)

Leased and Rented Equipment

We will pay for contractors' equipment that is leased or rented from others to you. Contractors' equipment means machinery, equipment, and tools of a mobile nature that you use in your contracting, installation, erection, or moving operations or projects. The most we will pay for property leased or rented from others is \$5,000.

a. Coverage applies only to covered property while:

- (1) At the described premises;
- (2) On a "client's" premises; or
- (3) In transit directly between the described premises and a "client's" premises and while in a motor vehicle owned, leased or operated by the named insured.

b. The coverage provided by this Additional Coverage applies only to loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Aircraft;

(5) Vandalism and/or malicious mischief; or

(6) Theft.

- c. The following is added to **A.2. Property Not Covered** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

r. Property while stored or operated underground in connection with any mining operations.

- d. The following is added to Paragraph 2. of **B. Exclusions** of the **CAUSES OF LOSS - SPECIAL FORM**:

n. We will not pay for loss or damage caused by puncture, blowout and road damage to tires and tubes mounted on vehicles. However, we do pay for puncture, blowout or road damage caused by a specified peril.

o. We will not pay for loss caused by humidity, dampness, dryness or changes in or extremes of temperature.

p. We will not pay for loss caused by the weight of a load which, under the operating conditions at the time of a loss, exceeds the registered lifting capacity of any equipment or machine.

q. We will not pay for loss due to theft or mysterious disappearance from any vehicle or attached container. We will pay for loss due to burglary when there are signs of forcible entry to a locked vehicle or container.

- e. **E.7. Valuation** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

7. Valuation

We will determine the value of covered property in the event of loss or damage as follows:

a. At actual cash value at the time of the loss (with a deduction for depreciation) except as provided in Paragraphs b. and c. following.

b. **Pair or Set.** The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.

c. **Loss to Parts.** The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

2. Rental Reimbursement

In the event of loss by a covered peril to covered contractors' equipment that you own, we will reimburse you for your expense to rent similar equipment while your equipment is inoperable. The most we will reimburse you for rental reimbursement expenses is \$1,000. We will continue to reimburse you for the rental of equipment after the expiration date of this coverage provided the loss occurred before the expiration date.

We will not reimburse you:

a. If you can continue or resume your operations with similar equipment that is available to you at no additional expense to you; or

b. For the rental expense of any equipment unless you make every reasonable effort to repair, replace or rebuild the inoperable equipment after the covered loss occurs.

3. With respect to this Additional Coverage, **Contractors Equipment Coverage**, Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is deleted and replaced by the following:

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable limit of insurance.

We will not reimburse you for the rental of equipment until after 72 hours have passed since the covered property was rendered inoperable. After 72 hours have passed, we will only reimburse you for the rental expense that you actually incur.

The deductible of \$500 does not apply to rental reimbursement expenses.

General Liability Additional Coverages

The following Additional Coverages are added to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

A. Blanket Additional Insured Coverage

1. **SECTION II - WHO IS AN INSURED** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended to include as an insured any person or organization (referred to as Additional Insured) whom you are required to add as an Additional Insured on this policy under:

a. A written contract or agreement; and

b. Where a certificate of insurance showing that person or organization as an additional insured has been issued; and

- c. When the written contract or agreement and certificate of insurance are currently in effect or becoming in effect during the term of the policy and executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- 2. The insurance provided to the Additional Insured is limited as follows:
 - a. The Additional Insured is only an additional insured for:
 - (1) "Bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by negligent acts or omissions of the Named Insured or anyone directly or indirectly employed by the Named Insured or for whose acts a Named Insured may be liable.
 - (2) Liability arising out of your ongoing operations for the Additional Insured by or for you. A person's or organization's status as an insured under this coverage ends when your operations for that insured are completed.
 - b. The Limits of Insurance applicable to the Additional Insured are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations for the Named Insured.
- 3. In addition to the other exclusions applicable to **Section I, Coverages A, B. and C. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, the insurance provided to the Additional Insured does not apply to:
 - a. "Property damage" to:
 - (1) Property owned, used, occupied by, loaned or rented to the Additional Insured;
 - (2) Property in the care, custody or control of the Additional Insured or over which the Additional Insured are for any purpose exercising physical control; or
 - (3) "Your work" performed for the Additional Insured.
 - b. "Bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the Additional Insured or for others, including, but not limited to:
 - (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection or engineering services.
 - c. "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 at the site 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.
- 4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance**, is amended to add the following subparagraph:
 - d. **Additional Insured's Other Insurance As Excess Insurance**
 To the extent required by an "insured contract," this insurance is primary on behalf of the Additional Insured; and any other insurance maintained by the Additional Insured is excess and not contributory with this insurance. If the "insured contract" does not require this provision, then Paragraph a. above will apply.

B. Mobile Equipment Broadened Coverage

V.12.f.(1) of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow Removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning.

Except the above provisions do not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight which are not intended for use on a highway.

C. Aggregate Limit Per Project

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applies separately to each of your projects away from premises owned by or rented to you.

D. Blanket Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization to whom you by written contract or written agreement have waived your own right of recovery for loss caused by that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or written agreement with that person or organization and included in the "products-completed operations hazard."

This provision does not apply unless the written contract or written agreement has been executed prior to the "occurrence" or offense giving rise to the "bodily injury" or "property damage."

E. Voluntary Property Damage Coverage

1. We will, at your request, pay but not defend any claim for "property damage" to the property of others otherwise excluded under **A.2.j.(4), (5) and (6)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** provided that:
 - a. Such "property damage" takes place while such property is in your care, custody or control, or is property of others over which you, for any purpose, are exercising or have exercised physical control; and
 - b. Such "property damage" takes place away from any premises you own, rent or lease; and
 - c. Such "property damage" takes place within the "coverage territory" and during the policy term; and
 - d. Such "property damage" takes place only during your operations that are known to us, are scheduled on the policy and for which a premium has been charged.
2. The insurance under this additional coverage does not apply to "property damage" to property:
 - a. Held by you for servicing, repair, storage or sale at premises owned by, rented or leased to you;
 - b. While being transported by or caused by the ownership, maintenance, operation, use, "loading or unloading" of any "auto," watercraft or aircraft; or
 - c. Owned or occupied by or rented to you.

3. Deductible

This additional coverage will apply only to that amount of any loss in each "occurrence" that exceeds \$500.

The terms of the policy with respect to your duties in the event of "occurrence," claim or "suit" and the Company's right to investigate, negotiate and settle any claim or "suit" apply irrespective of the application of the deductible amount of \$500.

We may pay any part or all of the deductible amount of \$500 to effect settlement of any claim or "suit." Upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount as has been paid by us.

4. Limits of Liability

The Limit of Liability for this additional coverage shall not exceed \$2,500 for each "occurrence" and is the limit of the Company's liability for all damages on account of each claim or "suit" covered herein. The annual aggregate Limit of Liability is \$2,500 and is, subject to the above provisions respecting each claim, the total limit of the Company's liability for all damages.

5. Settlement

In the event of loss covered by this additional coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become the property of the Company. Payment hereunder shall not constitute an admission of liability of you or, except as stated herein, of the Company.

Additional Conditions

A. Insurance Under Two Or More Coverages

The following is added to Paragraph **C. Insurance under Two or More Coverages** of the **COMMERCIAL PROPERTY CONDITIONS**:

If a Coverage Form is attached to this policy that provides a limit for any coverage provided by this endorsement; the limit shown in the **SCHEDULE** and the coverage provided by this endorsement are deleted and replaced by the limit and coverage provided by the Coverage Form.

B. Limits Of Insurance

Regardless of the number of buildings at a location covered by this endorsement, the most we will pay under this Coverage Enhancement endorsement in any one occurrence is the applicable Limits of Insurance shown in the **SCHEDULE** on page 1 of this endorsement.

C. Deductibles

The Deductible described in section D. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** applies to each of the Coverage Enhancements except as shown below:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance for the following enhancements:

1. Personal Effects and Property of Others
2. Valuable Papers and Records (Other than Electronic Data)
3. Property Off-Premises (Including Laptops and Other Electronic Equipment)
4. Outdoor Property (Named Perils)
5. Accounts Receivable
6. Property in Transit (Including Laptops and Other Electronic Equipment)
7. Fine Arts
8. Electronic Data
9. Water Back-Up and Sump Overflow
10. Employee Theft
11. Money and Securities
12. Forgery or Alteration

No deductible provisions apply to the following enhancements:

1. Fire Department Service Charge
2. Arson Reward
3. Claims Expenses
4. Inventory or Appraisal Cost
5. Recharging of Fire Extinguishers
6. Rental Reimbursement

D. Additional Definitions

The following **Additional Definitions** apply to this endorsement only:

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Business Income"** means the:
 - a. Net income (Net Profit or Loss before income taxes) that would have been earned had no loss occurred; and
 - b. Continuing normal operating expenses incurred, including payroll.For manufacturing risks, Net Income includes the net sales value of production.
3. **"Client"** as used in **Employee Theft** Coverage means any entity for whom you perform services under a written agreement.
4. **"Client"** as used in **Contractors Equipment** Coverage means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
5. **"Employee"** as used in **Employee Theft** and **Money And Securities** Coverages means:
 - a. **"Employee"** means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent **"employee"** as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the **"premises"**;

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
 - (4) Any natural person who is your director or trustee while that person is handling "**money**" or "**securities**."
 - (5) Any natural person who is a former "**employee**," director, partner, member (an owner of a limited liability company represented by its membership interest, who also may serve as a manager), manager (a person serving in a directorial capacity for a limited liability company), representative or trustee retained as a consultant while performing services for you; or
 - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of "**money**" or "**securities**" outside the "**premises**."
- b. "**Employee**" does not mean:
- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Any manager (a person serving in a directorial capacity for a limited liability company), director or trustee except while performing acts coming within the scope of the usual duties of an "**employee**."
6. "**Extra Expense**" means necessary expenses you incur during the "**period of restoration**" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to
- a. Avoid or minimize the "**suspension**" of business and to continue "**operations**" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
 - b. Minimize the "**suspension**" of business if you cannot continue "**operations**."
7. "**Fine Arts**" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.
8. "**Finished Stock**" means stock you have manufactured. Finished stock also includes whiskey and alcoholic products being aged.
9. "**Forgery**" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
10. "**Loss**" as used in the **Accounts Receivable Extension** means accidental loss or damage.
11. "**Manager**" as used in **Employee Theft Coverage** means a person serving in a directorial capacity for a limited liability company.
12. "**Messenger**" means you, any of your partners or any employee while having care and custody of the property outside the "**premises**."
13. "**Money**" means:
- a. Currency, coins and bank notes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
14. "**Occurrence**" as used in the **Money And Securities Coverage** means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person.
15. "**Occurrence**" as used in the **Forgery Or Alteration Coverage** means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
16. "**Operations**" as used in the **Business Income Including Extra Expense and Business Income From Dependent Properties Coverages** "**Extra Expense**" Definition means your business activities occurring at the address shown in the Declaration that you occupy for your business.
17. "**Period of Restoration**" means the period of time that:
- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "**Period of Restoration**" does not include any increased period required due to the enforcement of any ordinance of law that:
- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants."**

18. **"Pollutants"** as used in the **Business Income From Dependent Properties** Coverage and the **"Period of Restoration"** Definition means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. **"Premises"** as used in the **Money And Securities** Coverage and **"Employee"** and **"Messenger"** Definitions means the interior of that portion of any building you occupy in conducting your business.
20. **"Premises"** as used in the **Accounts Receivable** Extension means that interior of the building at the address shown in the Declarations that you occupy for your business.
21. **"Rental Value"** means the:
 - a. Total anticipated rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, and
 - b. Amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be your obligations, and
 - c. Fair rental value of any portion of the described premises which is occupied by you.
22. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either **"money"** or other property and include:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which are not of your own issue but does not include **"money."**
23. **"Small Tools"** means any tool which can be moved easily by one person without mechanical assistance and/or can be hand held for the purpose of doing labor.
24. **"Suspension"** means the slowdown or cessation of your business activities.
25. **"Temporary Storage Location"** means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to the job site:
 - a. That you do not own, lease or operate; and
 - b. Where work is in progress, or will begin in 30 days.
26. **"Theft"** as used in the **Employee Theft** and **Money And Securities** Coverages means the unlawful taking of **"money"** or **"securities"** to the deprivation of the insured.

All Other Conditions of this Policy apply.