

COUNCIL RESOLUTION No. 68-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, APPROVING THE AWARD OF A CONTRACT FOR THE CONSTRUCTION OF THE ARDENWALD SAFE PROJECT (CIP-2018-T42) TO D & D CONCRETE AND UTILITIES, INC.

WHEREAS, the City of Milwaukie has identified the Ardenwald SAFE project within the capital improvement plan; and

WHEREAS, these improvements are contained within the 2019-2020 biennium budget; and

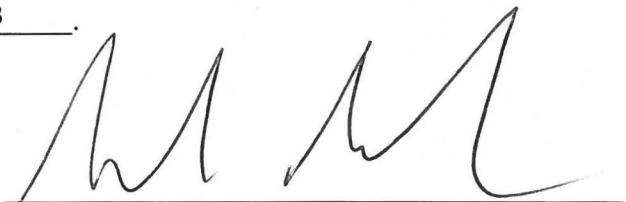
WHEREAS, a formal competitive bid process following Public Contracting Rule 40 was completed; and

WHEREAS, D & D Concrete and Utilities, Inc. was the lowest and most responsive and responsible bidder.

Now, Therefore, be it Resolved that the City of Milwaukie authorizes the City Manager to execute a contract with D & D Concrete and Utilities, Inc. for the construction of the Ardenwald SAFE project, and authorize the Engineering Director to administer the project in accordance with the project specifications with a project authorization of \$256,000.

Introduced and adopted by the City Council on 8/21/18.

This resolution is effective on 8/21/18.




Mark Gamba, Mayor

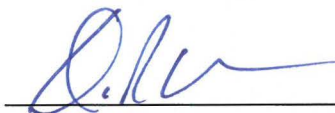
ATTEST:

APPROVED AS TO FORM:

Jordan Ramis PC



Scott Stauffer, City Recorder



City Attorney



June 25, 2019

Lance Landis
Landis & Landis Construction, LLC
PO Box 50
Marylhurst, OR 97036

**RE: CIP-2017-X10 – 2017 Clay Sewer Pipe Replacement
Contract #C2018-068
Third Notice – Acceptance of Improvements**

Dear Lance -

The punch list items for the 2017 Clay Pipe Replacement Project have been completed, and all required materials submitted to the City. This letter serves as written acceptance of the work in accordance with the contract documents. Final acceptance is contingent upon a satisfactory warranty period, ending **June 14, 2020**.

It was a pleasure working with all of the Landis & Landis staff on this project. If you have any questions, please don't hesitate to contact me at 503.786.7694 or marshallw@milwaukieoregon.gov.

Sincerely,

Wendy L Marshall, PE
Civil Engineer



BUDGET AUTHORIZATION REQUEST

TYPE OF REQUEST: ☐ INCREASE ☒ DECREASE ☐ OVERRUN ☐ INITIAL

| | | | |
|---|---|---|---|
| PROJECT NAME Clay Sewer Pipe Replacement | | PROJECT NO. CIP-2017-X10 | CONTRACT NO. C2018-068 |
| LOCATION SE 23rd Ave, SE 24th Ave, SE 27th Ave, SE 28th Ave, SE Willard St, SE Llewellyn St, SE Lake Rd | | TYPE OF WORK Sanitary sewer - pipe burst and open trench; storm sewer open trench | DESIGNEE <i>Den Garbely</i> |
| CONTRACTOR Landis & Landis Construction, LLC | | CONTRACT WORK COMPLETED 100% | ESTIMATED COMPLETION DATE May 1, 2019 |
| | CURRENT | | CURRENT |
| CONTRACT AMOUNT | \$1,032,105.00 | UNIT PRICE BID ITEMS | \$959,437.50 |
| ANTICIPATED ITEMS | | CONTRACT CHANGE ORDERS, EXTRA WORK ORDERS & ADJUSTMENTS | \$21,521.40 |
| CONTINGENCY | \$102,895.00 | CONTINGENCIES FOR COMPLETION | |
| ORIGINAL AUTHORIZATION | \$1,135,000.00 | PRE-AUTHORIZATION | |
| TOTAL PROJECT AUTHORIZATION | \$1,135,000.00 | TOTAL PROJECT COST | \$980,958.90 |
| ESTIMATED INCREASE | | Increase/Overrun Amt. | Increase/Overrun Percentage |
| | | -\$154,041.10 | -13.57% |
| LIST MAJOR OVERRUNS AND UNDERRUNS. | | CURRENT ESTIMATED AMOUNT | AMOUNT OF CHANGE |
| See Change Order 01 for various additions and subtractions. | | | |
| Reduction in bid schedule items | | | -\$72,667.50 |
| Extra work items | | | \$21,521.40 |
| | | TOTAL | -\$51,146.10 |
| PRINCIPLE REASONS FOR INCREASE OR OVERRUN (CONTINUE ON ATTACHMENTS) | | | |
| Various bid items were eliminated or decreased, totaling -\$72,667.50. Extra work items were added, totaling \$21,521.40, for a net reduction in contract amount of -\$51,146.10. | | | |
| PROJECT MANAGER JENNIFER GARBELY, PE | <input type="checkbox"/> NOTED <input type="checkbox"/> RECOMM <input checked="" type="checkbox"/> APPR | SIGNATURE <i>Jennifer Garbely</i> | DATE 6/25/19 |
| FINANCE* KELLI TUCKER | <input checked="" type="checkbox"/> NOTED <input type="checkbox"/> RECOMM <input type="checkbox"/> APPR | SIGNATURE <i>Kelli Tucker</i> | DATE 6/25/19 |
| CITY ENGINEER STEVE ADAMS | <input checked="" type="checkbox"/> NOTED <input type="checkbox"/> RECOMM <input type="checkbox"/> APPR | SIGNATURE <i>Steve Adams</i> | DATE 6/25/2019 |
| CITY MANAGER ANN OBER PETER PASSARELLI | <input type="checkbox"/> NOTED <input type="checkbox"/> RECOMM <input type="checkbox"/> APPR | SIGNATURE <i>Ann Ober Peter Passarelli</i> | DATE 6/25/2019 |

* FINANCE APPROVAL REQUIRED FOR PERSONAL SERVICE CONTRACTS TO CONFIRM FUNDING

RETURN FINAL FORM TO ACCOUNTING CONTRACT SPECIALIST



CITY OF MILWAUKIE

CHANGE ORDER 01

Project Name: 2017 Clay Sewer Pipe Replacement

Date: 6.21.2019

Project Number: CIP-2017-X10

Contractor: Landis & Landis Construction, LLC

Revise bid quantities from original proposal as follows:

| BID Item | Description | Quantity | Unit | Unit Price | Cost |
|----------|--|----------|------|------------|---------------------|
| 4 | Sediment Fence | -515 | LF | 2.00 | -1030.00 |
| 5 | Inlet Protection, Type 3 | -4 | EA | 115.00 | -460.00 |
| 6 | Inlet Protection, Type 4 | -12 | EA | 120.00 | -1440.00 |
| 7 | Straw Wattles | -20 | EA | 30.00 | -600.00 |
| 9 | Trench Resurfacing | +764.5 | SY | 75.00 | +57,337.50 |
| 11 | Pipe Bursting, 8" | -1319 | LF | 60.00 | -79,140.00 |
| 12 | 8" San Pipe Sheet SS08 (Open Trench in grass) | -507 | LF | 75.00 | -38,025.00 |
| 15 | Remove Sanitary Manholes | -4 | EA | 250.00 | -1000.000 |
| 18 | Extra for Manholes Over Existing Sewer, Sanitary | +2 | EA | 1500.00 | +3000 |
| 19 | Remove Sanitary Sewer Pipe | -22 | LF | 30.00 | -660.00 |
| 21 | Abandon Pipe & Fill with CDF | -120 | LF | 20.00 | -2400.00 |
| 22 | Standard Cleanout | -2 | EA | 2800.00 | -5600.00 |
| 23 | Service Line Reconnections | -17 | EA | 100.00 | -1700.00 |
| 25 | 10" Storm Pipe | -30 | LF | 165.00 | -4950.00 |
| 27 | Extra for MH over Existing Sewer, Storm | -1 | EA | 1500.00 | -1500.00 |
| 28 | Remove Storm Pipe | -50 | LF | 30.00 | -1500.00 |
| 30 | Concrete Storm Sewer Manhole | +1 | EA | 7000.00 | +7000.00 |
| | Net Adjustment Bid Quantity Revisions | | | | -\$72,667.50 |

Add bid items as follows:

| BID Item | Description | Quantity | Unit | Unit Price | Cost |
|------------------|--|----------|------|------------|-----------------------|
| 29 31 | Temporary Fencing | 1 | LS | 1624.00 | +1624.00 |
| 30 32 | Video Inspection – Additional Lateral Launch | 26 | EA | 225.00 | +5850.00 |
| 31 33 | Flaggers | 64 | HR | 63.60 | +4070.40 |
| 32 34 | Cutting Waterline – Lake Road | 21 | EA | 237.00 | +4977.00 |
| 33 35 | Reconstruct Manhole Base | 4 | EA | 1250.00 | +5000.00 |
| | Net Adjustment – Extra Work | | | | +\$21,521.40 |
| | Original Bid | | | | \$1,032,105.00 |
| | Total Final Contract Amount | | | | \$980,958.90 |

Change Order Justification:

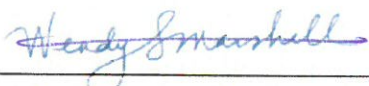
- 1) Errors in quantities were discovered in the engineer's estimate after the contract was executed, namely the 8" pipe bursting and trench resurfacing figures.
- 2) Video inspection revealed segments of pipe that provided no active services, and replacement of those segments was removed from the work shown on the plans, namely 28th Avenue.
- 3) Temporary fencing was required to separate students from work site.
- 4) Service laterals were assumed to be active and require reconnection. Laterals that indicated no flow were video inspected to verify inactivity and eliminate unnecessary connections.


- 5) Flagging was performed at request of High School personnel to address safety issues at parking lot.
- 6) Additional work was needed to cut and remove metal water pipe at manholes and crossings in Lake Road.
- 7) Reconstruction of manhole bases required to accommodate leaving existing manholes in place.

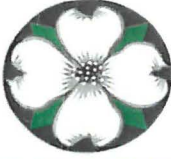
The overall final project cost is less than the original proposal. This change order is used to document the numerous revisions and addition of work as indicated above

Please indicate your agreement by signing, dating and returning the original to the project manager. Work may not begin until you are notified that the Change Order has either been approved or that work may commence under advance approval. Your signature further indicates agreement that payments in accordance with Change Order constitutes full and complete compensation for all costs, both direct and indirect, arising out of the described alteration, extra work or claims for additional compensation covered by this agreement, and releases and discharges the owner from all such costs except as provided herein.

Signatures: Contractor  Date 6/21/2019

Engineer  Date 6.21.2019





CONSTRUCTION AUTHORIZATION REQUEST

TYPE OF REQUEST: ☐ INCREASE ☐ DECREASE ☐ OVERRUN ☒ INITIAL

| | | | |
|--|--|---|--|
| PROJECT NAME 2017 Clay Sewer Pipe Replacement | | PROJECT NO. CIP-2017-X10 | CONTRACT NO. |
| LOCATION SE 23rd Ave, SE 24th Ave, SE 27th Ave, SE 28th Ave, SE Willard St, SE Llewellyn St, SE Lake Rd | TYPE OF WORK Sanitary sewer - pipe burst and open trench; storm sewer open trench | | |
| CONTRACTOR Landis & Landis Construction, LLC | | CONTRACT WORK COMPLETED 0% | ESTIMATED COMPLETION DATE May 1, 2019 |
| CURRENT | | CURRENT | |
| CONTRACT AMOUNT | \$1,032,105.00 | UNIT PRICE BID ITEMS | |
| ANTICIPATED ITEMS | | CONTRACT CHANGE ORDERS, EXTRA WORK ORDERS & ADJUSTMENTS | \$0.00 |
| CONTINGENCY | \$102,895.00 | CONTINGENCIES FOR COMPLETION | |
| ORIGINAL AUTHORIZATION | \$1,135,000.00 | PRE-AUTHORIZATION | |
| TOTAL PROJECT AUTHORIZATION | \$1,135,000.00 | TOTAL PROJECT COST | \$0.00 |
| ESTIMATED INCREASE | | Increase/Overrun Amt. -\$1,135,000.00 | Increase/Overrun Percentage -100.00% |
| LIST MAJOR OVERRUNS AND UNDERRUNS. | | CURRENT ESTIMATED AMOUNT | AMOUNT OF CHANGE |
| | | | |
| | | | |
| | | | |
| | | TOTAL | \$0.00 |
| PRINCIPLE REASONS FOR INCREASE OR OVERRUN (CONTINUE ON ATTACHMENTS) | | | |
| | | | |
| SUBMITTED BY PROJECT MANAGER JENNIFER GARBELY, PE | | SIGNATURE | DATE 7/12/18 |
| ENGINEERING DIRECTOR CHARLES EATON, PE | | SIGNATURE | DATE 7/12/18 |
| CITY MANAGER ANN OBER | | SIGNATURE | DATE 8-16-18 |



**PUBLIC IMPROVEMENT CONTRACT
WITH THE CITY OF MILWAUKIE, OREGON
FOR 2017 CLAY SEWER PIPE REPLACEMENT (CIP-2017-X10)**

THIS CONTRACT, made and entered into this **18th day of July, 2018**, by and between the City of Milwaukie, a municipal corporation of the State of Oregon, by and through its governing body or authority to enter into this Contract hereinafter called "City" and **Landis & Landis Construction, LLC**, and Oregon Limited Liability Company hereinafter called "Contractor", duly authorized to perform such services in Oregon.

RECITALS

WHEREAS, the City requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. That the said Contractor, in consideration of the sums to be paid by the City in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable plans, the applicable Specifications, the Special Provisions and other required provisions, bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Engineer, and according to such directions as may from time to time be made or given by the Engineer or Agency under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.
2. That the applicable plans, the applicable Specifications, the Special Provisions and other required provisions and the schedule of contract prices are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.
3. That the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said Contract; and shall not permit any lien or claim to be filed or prosecuted against the City. It is expressly understood that the laws of the State of Oregon shall govern this Contract in all things.
4. In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this Contract, the applicable plans, Specifications, Special Provisions, other required provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the Engineer and to his satisfaction, and, on Federal Aid Projects, to the satisfaction of the Federal Highway Administration, or its authorized representative, in conformity with the requirements of the Federal Aid Road Act and all amendments thereto, the City

agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other bases of payment specified and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the times provided in the applicable Specifications or Special Provisions.

5. All work performed by Contractor under this Agreement shall be the property of the City. The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.
6. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Clackamas County or the U. S. District Court in Portland. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.
7. All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by email. Notices, bills and payments sent by mail should be addressed as follows:

| City of Milwaukie | Landis and Landis Construction, LLC |
|---------------------------------------|--|
| Attn: Accounts Payable | Michael Landis |
| 10722 SE Main Street | PO Box 50 |
| Milwaukie, Oregon 97222 | Marylhurst, OR 97036 |
| Phone: 503-786-7594 | 503-466-9043 |
| Fax 503-786-7528 | 503-213-5964 |
| Email Address: ap@milwaukieoregon.gov | mlandis@llconstruction.com |

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

For purposes hereof, the City's authorized representative will be the Engineering Director, 6101 SE Johnson Creek Blvd, Milwaukie, Oregon 97206, telephone 503-786-7600.

For purpose hereof, the Contractor's authorized representative will be Michael Landis.

8. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.
9. This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officer, acting pursuant to authorization of the City Council, and the Contractor has executed this agreement on the date herein above first written.

CITY OF MILWAUKIE


Signature

Ann Ober, City Manager

Print Name & Title

8-16-18
Date

CONTRACTOR

Landis & Landis Const. LLC
Signature



Michael Landis, Member
Landis & Landis Construction, LLC

7/23/2018
Date

52-2337537

(Federal Employer Identification Number)

148742

Oregon Construction Contractors Board License
Number and License Expiration Date

If the Contractor is a corporation, attach evidence of authority to sign.

ATTEST:

By [Signature]
(Signature)

Name Lance Landis

Title Member
(Type or Print)

Address for giving notices PO Box 50 Marylhurst OR 97036

ACKNOWLEDGMENT

By a Corporation:

State of Oregon
County of Clackamas

On this 20th day of July, 2018, before me, a Notary Public in and for the County of Clackamas, State of Oregon, personally appeared Lance Landis, known to me to be the member of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he or she acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.



[Signature]
Notary Public in and for the County of Clackamas

State of Oregon

CERTIFICATION OF WORKERS' COMPENSATION COVERAGE

The Contractor, for the purposes of this Contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1. ☒ "Carrier-Insured Employer" (State Accident Insurance Fund Corp. or other authorized insurer)

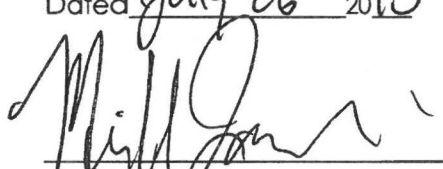
Insurance Company Name SAIF Corporation
ID/Policy Number 935585

2. ☐ "Self-Insured Employer" (Certified by the Workers' Compensation Division)

ID number as assigned by the
Workers' Compensation Division _____

3. ☐ I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the Agency of said cancellation or change and will obtain alternate coverage.

Dated July 26 2018

(Contractor's Signature)

REMINDER - ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building: Salem, OR 97310; Phone (503) 947-7810.



Special Provisions

for

**Grading, Paving, Drainage, Aggregate Bases,
Landscaping, Temporary Traffic Control**

2017 Clay Sewer Pipe Replacement

Various Locations

Clackamas County

July 2018

Project Number CIP-2017-X10

City of Milwaukie, Oregon

DESCRIPTION OF WORK

Grading, Paving, Drainage, Aggregate Bases, Landscaping, Temporary Traffic Control
2017 Clay Sewer Pipe Replacement
Various Locations
Clackamas County
July 2018

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be at 2:00:00 p.m. on the 10th day of July 2018.
Bids will be received by Engineering Department, at the following time and places:

Before 2:00:00 p.m. on the day of Bid Closing.
Submit completed bids to:

City of Milwaukie
Engineering Department
6101 SE Johnson Creek Boulevard
Milwaukie, Oregon 97206.

The outside of the sealed envelope containing the Bid shall plainly identify the following:

| | |
|------------------------------|-----------------------------------|
| Project Number: | CIP-2017-X10 |
| Project Name: | 2017 Clay Sewer Pipe Replacement |
| Bid Opening Date & Time: | Tuesday, July 10, 2018 at 2:00 PM |
| Bidder's Firm Name: | |
| Bidder's Contact Name: | |
| Contractor's License Number: | |

Bids shall be deposited at the designated location prior to the time and date for receipt as indicated in the Invitation to Bid or any revised date by addendum. No oral, telephone, emailed, or faxed bids or modifications will be accepted or considered. Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00:00 p.m. on the day of Bid Closing.

PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening for the work described above will be in the Community Development Conference Room, 6101 SE Johnson Creek Boulevard, Milwaukie, Oregon 97206, beginning at 2:00:00 p.m. on the day of Bid Closing.

City of Milwaukie, Oregon

COMPLETION TIME LIMIT

See Subsection 00180.50(h).

CLASS OF PROJECT

This is a City of Milwaukie Project.

CLASS OF WORK

The Class of Work for this Project is: Earthwork and Drainage.

PROJECT INFORMATION

Information pertaining to this Project may be obtained from the following:

Jennifer Garbely, Project Manager, 6101 SE Johnson Creek Boulevard, Milwaukie, Oregon 97206; Email garbelyj@milwaukieoregon.gov, or Fax (503) 786-7612. All requests for information must be in writing with reference to the Project name.

ALLOWANCES

Selected materials and equipment, and in some cases, their installation are shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. At the earliest feasible date after Contract award, advise the Engineer of the date when the final selection and purchase of each product or system described by an allowance must be completed in order to avoid delay in performance of the Work. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

This project includes the following allowance:

- None

City of Milwaukie, Oregon

SUPPLEMENTAL TECHNICAL INFORMATION

The following items shall not be paid for directly and are to be included in the price bid for the other items:


- All T-cuts, air hammering, excavation and removal of existing sidewalks, driveway and curb pavements and other surface materials.
- Removal, hauling, and legal disposal of unsuitable material and/or excess excavation.
- Protection of all existing trees and shrubs from any damage.
- Safe storage and proper protection of construction materials and equipment on each construction site.

City of Milwaukie, Oregon

SPECIAL PROVISIONS**FOR**

Grading, Paving, Drainage, Aggregate Bases, Landscaping, Temporary Traffic Control
 2017 Clay Sewer Pipe Replacement
 Various Locations
 Clackamas County
 July 2018

PROFESSIONAL OF RECORD CERTIFICATION:

| | |
|--|--|
| <p>Seal w/signature</p>  | <p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) - All sections except where indicated as prepared by other design professionals of record.</p> |
| <p>Date Signed: <u>6/20/18</u></p> | |

City of Milwaukie, Oregon

City of Milwaukie, Oregon

WORK TO BE DONE

The Work to be done under this Contract includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in the specifications including, but not necessarily limited to the following:

1. Construct sanitary sewers.
2. Construct storm sewers.
3. Install Manholes, catch basins, cleanouts, etc.
4. Perform additional and Incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction", as modified by the City of Milwaukie Supplemental Standard Specifications and these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

Attention of Contractor is directed to the fact that the City of Milwaukie acting through its duly authorized officers, is the contracting party herein and the specifications referred to above shall be read accordingly. Wherever mention is made of an ODOT functional bureau or other subdivision, such as "Materials Bureau" or to an ODOT individual position or title, such as "Regional Director" within the Oregon Standard Specifications the words "City of Milwaukie Engineering Director and/or City of Milwaukie Engineering Department shall be inserted in place of said functional bureau, subdivision, position or title.

The Contractor shall obtain all materials to be incorporated into the work from ODOT approved sources. The contractor shall obtain a Manufacturer's Material Certification and submit same to the Engineer for each material item as specified in Shop Drawings, Product Data, Samples and Certifications of the General Requirements, indicating that the respective item meets the applicable Oregon Standard Specification, City of Milwaukie Supplemental Standard Specifications or Special Provisions included in this Contract.

UNDERSTANDING OF WORK

Each Bidder must become familiar of the conditions relating to the execution of the Work. It is assumed that the Bidder has properly inspected the site and become thoroughly familiar with all sections of the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the Work in strict accordance with the Contract Documents. It is each Bidder's obligation to verify all information concerning site conditions to their complete satisfaction.

Information derived from inspection of topographic maps, base maps, plans showing utility and structure location, etc. shall not in any way relieve Bidder from any risk, or from

City of Milwaukie, Oregon

properly examining the site and making such additional investigations, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall become familiar and comply with all Federal, State, and Local laws, statutes, and ordinances relative to the execution of the Work, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, burning and non-burning practices, permits, fees, and similar subjects.

CLASS OF PROJECT

This is a City of Milwaukie Project.

City of Milwaukie, Oregon

PART 00100 – GENERAL CONDITIONS

Comply with Part 100 of the Oregon Standard Specifications as amended and published by the City of Milwaukie, supplemented and/or modified as follows:

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

Section 110.20 Definitions. Add the following to this subsection:

CITY - The City of Milwaukie, Oregon and/or it's representatives.

Section 120.00 Prequalification of Bidders Delete this subsection and substitute the following:

Bidders must be pre-qualified by the Oregon Department of Transportation, in the Class of Work as appropriate. Bids submitted by a Bidder who is not pre-qualified at the time of Bid Opening will be rejected as non-responsive.

Section 120.17(c) Restrictions on Use. Add the following to this subsection:

- All staging areas shall be approved by the City prior to mobilizing materials and equipment.
- All staging areas shall be fenced off to the satisfaction of the City
- No storage of materials will be allowed in areas which may pose a hazard to pedestrians or which may potentially block access to the site.
- No materials are to be stored on private property without the express written consent of the property owner.

Section 120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids.

Add the following to this subsection:

Addenda may be downloaded from the web site. Bidders shall be responsible for checking the Agency web site for Addenda. Bidders should check the web site weekly until the week of Bid Closing and daily the week of Bid Closing. Bidders, not the Agency, shall be responsible for failure of Bidders to check and download Addenda.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

Section 140.90 Final Trimming and Cleanup. Add the following to this subsection:

- Sweep paved areas broom clean.
- Remove petrochemical spills, stains and other foreign deposits.
- Rake grounds that are neither planted nor paved, to a smooth even textured surface.
- Remove tools, construction equipment, machinery and surplus material from the site.
- Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign surfaces.

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- Avoid disturbing natural weathering of exterior surfaces.
- Restore reflective surfaces to their original condition.
- Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
- Broom clean concrete floors in unoccupied spaces.
- Remove labels that are not permanent labels.
- Touch-up, repair and restore marred exposed finishes and surfaces.
- Replace finishes that cannot be satisfactorily repaired or restored, or that show evidence of repair or restoration.
- Do not paint over the "UL" and similar labels, including mechanical and electrical nameplates.
- Wipe surfaces of mechanical and electrical equipment, elevator and similar equipment.
- Remove excess lubrication, paint and mortar droppings and other foreign substances.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

Section 150.27 Responsibilities of the Contractor. Add the following subsection:

The Contractor shall be responsible for any process control sampling, testing, measurement, and inspection needed to ensure that the finished work complies with specifications. When density testing is required for assurance and/or acceptance testing, the contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the engineer. The contractor shall provide at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the engineer access at all times, during normal office hours, to books and records of the contractor and the contractor's subcontractors which pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part or all of the work. The engineer will consider a request for confidentiality to protect trade secrets.

If the engineer is not provided proper facilities by the contractor for keeping strict accounting of costs, then the contractor agrees to waive any claim for extra compensation.

The Contractor shall identify, prior to the pre-construction meeting, the individual that will be his Project Superintendent. The Owner or Engineer reserves the right to reject the Contractor's representative based upon experience, qualifications, and past project performance. Once

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approved by the Owner or Engineer, this individual cannot be removed from the project without the Owner's or Engineer's approval. At any time during the performance of the contract, the Owner or Engineer may have the Superintendent removed for any reason. Any change in the Project Superintendent by the Contractor during the project shall be approved in writing by the Owner or Engineer.

The Project Superintendent shall be on-site during all working hours, and readily contactable during off-hours for emergencies relating to this project, at the discretion of the City.

The Project Superintendent shall be responsible to check the lines and grades, and keep the Owner and Construction Observer informed as to the progress of the work and the manner in which it is being conducted; also to ensure that there is not any deviation from the plans or specifications. Failure of the Owner, Observer or Engineer to call attention of the Contractor to faulty work or deviations upon the plans or specifications shall not constitute acceptance of said workmanship.

The Contractor will be solely responsible for any trespass upon private property or injury thereto resulting from or in connection with his operations. He will be liable for any claims made because of his trespass or his deposit of debris of any kind on private property.

Section 150.32 Notifications Relative to Contractor's Activities. Add the following subsection:

The Contractor shall obtain prior approval from the engineer for the closing or partial closing of any road, street, alley or other public thoroughfare. The contractor shall give two work day's advance notice of such closure to all affected agencies and individuals including, but not limited to, the sheriff, police, fire, ambulance, public or private transportation services, public or private school systems, solid waste services, postal and parcel delivery services, and affected businesses and residents.

The Contractor shall notify all agencies affected by the operations so as to coordinate the work with other agencies.

Notification shall include, but not be limited to, the time of commencement and completion of the work, the names of streets or location of alleys to be closed, the schedule of operations, and routes of detours where possible. The engineer shall have the right of review of such notices.

The Contractor shall be responsible for re-notifying the affected agencies when the schedule of work is changed. Damages or claims resulting from improper or insufficient notification to the affected agencies/utilities shall be the responsibility of the contractor.

Except as noted herein, the Contractor shall procure construction permits, bonds, and licenses as required by all approving agencies. Contractor to conform to all permit requirements, including providing a minimum of forty-eight (48) hour's notice to the City of Milwaukie prior to start of construction. The Contractor shall procure all permits, licenses and bonds, and pay all charges and fees, and serve all necessary notices incidental to the due and lawful prosecution of the work. The cost shall be considered incidental to all other bid items and no separate compensation shall be allowed.

Contractor to coordinate connections with the City to minimize any impacts to normal operations.

Section 150.50 (a) General. At the end of the first paragraph, add the following:

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The Contractor is responsible for verifying the location and elevation of all existing utilities. The Contractor shall pothole all utilities prior to beginning construction of improvements, and/or ordering materials. If a conflict in grade or elevation is discovered, the Contractor shall notify the City and the Engineer immediately to allow for redesign or relocation as is necessary. **Pot holing is considered an incidental item for which no additional payment will be provided.**

Section 150.50 (b) Agency Responsibilities. Replace this subsection with the following:

Before notice to proceed the agency will notify all affected utilities. The contractor is responsible to make arrangements for planned adjustment of utilities.

Section 150.50 (c) Contractor's Responsibilities. At the end of the Article, add the following:

The Contractor is responsible to verify the location of all existing utilities prior to construction. All excavators performing work on this project must comply with all provisions of O.R.S. 757.541 to 757.571, including notification of all owners of underground facilities at least 48 business hours, but not more than 10 business days before commencing an excavation. Oregon Law required you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through 925-001-0090. You may obtain copies of the rules by calling the Oregon Utility Notification Center. (Note: The administration telephone number for the Oregon Utility Notification is (800) 332-2344.

In the event of damage to water, gas, telephone or any other underground utility system, the Contractor shall immediately notify the affected utility of the damage and coordinate the repair work. The Contractor shall make available to the utility company any manpower or equipment that will facilitate the repair and the continuation of the scheduled work. All cost of repairs shall be the responsibility of the Contractor.

The Contractor shall immediately repair any damages or breaks to unmarked existing: water mains, water services, sewer service pipes, sanitary sewer mains, or storm drainage pipes by connection a section of pipe with couplings across the break. Permanent repair of the damaged lines shall be with approved materials and inspected by the City prior to backfilling.

The Contractor shall cooperate with the Owner's Representative for coordination and expeditious execution of his work in relation to the total project work required.

Owner's Representative: Jennifer Garbely, PE

(503) 786-7600

The Contractor shall coordinate all work with the utility companies for marking, removal, and/or relocation of utilities. Unless prior approval is obtained from the City, the Contractor is expected to maintain access to all adjoining properties at all times. When access must be temporarily interrupted, the Contractor will be responsible for providing a minimum of 72-hour notice to affected landowner and residents.

Section 150.55 Cooperation with Other Contractors. Add the following to this subsection:

The Contractor shall coordinate their work with all other contractors completing work on or adjacent to the site. No extra or additional compensation or time extension will be made for the contractor's coordination of this work.

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Section 00150.58 Cooperation with the Public, Other Agencies. Add this subsection

- (a) **General** – The contractor shall make a reasonable effort to accommodate affected businesses, residents, motorists and public and private entities serving the general populace, including but not limited to public and/or private transportation services, public and/or private school systems, solid waste services and postal, parcel and newspaper delivery services.

Project sites closed to through traffic shall be reasonably accessible to affected residents and businesses during construction. Access to affected residences and businesses shall be unrestricted during off-construction hours, unless other arrangements have been approved.

- (b) **Notification** – Prior to closing or limiting access to any public thoroughfare or pedestrian access, the contractor shall provide a minimum of fourteen (14) calendar days notification to all affected businesses, residents and industries. Notification will include direct contact with all affected properties within 100 feet of project area affected by the traffic closure though the circulation of door hangers.

Public service agencies, including but not limited to local and county law enforcement, fire and ambulance services, public and/or private transportation service, public and/or private school systems, solid waste services and postal, parcel and newspaper delivery services shall be provided notice seven (7) calendar days in advance of any traffic impacts.

Provide an additional notification of all service interruptions (water shutoffs, road closures, tec.) 24 hours in advance per city ordinance 13.04.150.

The Contractor shall provide a copy of any notification materials to the Engineer for review and comment before such notices are distributed. Notices shall contain a minimum of the following information:

- a. Date and time of commencement and completion of the work;
- b. Names of affected streets, alleys, intersections or other areas of work;
- c. Type of work that is being done;
- d. Routes of detours where possible; and
- e. Specific point person with name and direct phone number.

The contractor shall be responsible for re-notifying affected businesses, residents and public service agencies if the schedule of work is changed. Damages or claims resulting from improper or insufficient notification shall be the sole responsibility of the contractor. See 220.02 for further information.

- (c) **Parking** – The contractor's bid shall include the purchase of all required City approved "No Parking" bags to modify parking space signage for use as construction worker parking (requires 48-hour notice).

When parking is disrupted due to construction, no accommodations are necessary if only on-street parking is affected. If off-street parking is affected, alternative parking must be addressed unless it is the parking for the property performing the work.

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Section 150.75 Protection and Maintenance of Work During Construction. Add the following to this subsection:

The Contractor shall protect all public and private property that may be endangered by operations and take every precaution to avoid damage to such property.

The Contractor shall restore any public or private improvement, facility, or structure located within the right of way that is damaged in the execution of the work. The contractor shall restore such facilities to as good or better condition than that existing before the damage occurred, or make a suitable settlement with the owner of the damaged property.

The Contractor shall give at least 10 work days' notice to occupants of buildings on property adjacent to the work to permit the occupants to remove vehicles, trailers, other possessions, and salvage or relocate plants, trees, fences, sprinkler systems, or other improvements designated for removal or that might be destroyed or damaged by work operations. Mailboxes removed during the course of construction shall be relocated as specified or directed by the engineer and in accordance with the Postal Service requirements. Signs which must be removed in the course of construction shall be relocated or stored as directed by the engineer. Signs damaged or lost as a result of carelessness on the part of the contractor shall be replaced by the contractor at no expense to the owner.

The costs to the Contractor for protecting repairing, removing, replacing or restoring existing improvements unless specifically provided for in the bid schedule, shall be incidental to other bid items.

The contractor shall restore at his/her expense any public or private survey monuments damaged in the execution of the work.

Until acceptance of the project, at all times protect from damage and preserve all materials, supplies, equipment and any description, and all work already performed, from the nature of the work the action of the elements, and damage by any person or persons, or from any other cause whatsoever.

Haul routes utilized by the Contractor to and from the job site are subject to the Owner's continuing approval. Haul routes shall be protected from damage and shall be maintained daily or more as required by the Owner.

If the contractor fails to clean, maintain, and protect the haul routes to the satisfaction of the Owner or Engineer, the Owner may elect to repair or have cleaned unsatisfactory conditions. The cost to complete this work will be deducted from the payments due or to become due to the Contractor.

Section 150.98 Cleanup. Add this subsection:

As the work progresses and immediately after completion of the work, the contractor shall clean up and remove all refuse and unused materials of any kind resulting from the work. If the contractor fails to commence the cleanup within 24 hours after directed by the engineer, the engineer may have the work performed by others. The cost shall be borne by the contractor and may be deducted from payments due or to become due to the contractor.

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After the work is completed and before final acceptance of the work, all areas affected by the work shall be neatly finished and all equipment, temporary structures, rubbish and waste shall be removed from the work area.

Clean up shall be done nightly before the Contractor leaves the job site such that hazards to pedestrians and vehicles are minimized. Partial clean-up shall be done by the Contractor when he feels it is necessary, or when in the opinion of the Owner or Engineer, partial clean-up should be done prior to major clean-up and final inspection.

Section 150.99 Waste Sites. Add this subsection:

All debris resulting from construction operations, i.e. packaging, waste materials, damaged equipment, etc., shall be trucked from the site by the Contractor and disposed of at an approved off-site location which is provided by the Contractor. The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely removed from public and/or private right-of-ways.

All debris shall be disposed of in accordance with Federal, State and City rules and regulations. The Contractor shall operate the waste site in such a manner as to meet all safety and health requirements of State and local agencies. Sites, operations, or the result of such operations, which create a nuisance problem, or which result in damage to public or private properties will not be permitted. The Contractor shall not deposit materials on an unimproved dedicated street area without the prior written permission of the Owner.

All excavated materials will be disposed of off- site as provided by the contractor. All costs for disposing of this excess material and maintaining the disposal site shall be incidental to other items of work contained in the Proposal.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

Section 170.02 Permits, Licenses and Taxes. Add the following to this subsection:

- Cost of referencing and replacing endangered survey monuments;
- Obtain all City of Milwaukie Right-of-way permits; and
- Obtain Environmental permits, including erosion control permits.

Where permits for the use of water during construction is required, the contractor will make all necessary arrangements with the City of Milwaukie, to obtain necessary meters and connections, and pay all other charges levied in connection with the use of the City of Milwaukie water Supply.

Section 170.03 Furnishing Right-of-way and Permits. Delete all bullets except the first five from this subsection.

Add the following to this subsection

- The City will pay for all City of Milwaukie Permits, except for use of the City of Milwaukie water supply;

Section 170.70(a) Insurance Coverages - Add the following to the end of this subsection:

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The following insurance coverages and dollar amounts are required pursuant to this subsection:

Employer's Liability Insurance

- \$ 2,000,000.00 Each Occurrence
- \$ 2,000,000.00 Disease Each Employee
- \$ 2,000,000.00 Disease – Policy

Commercial General Liability insurance

- \$ 2,000,000.00 Each Occurrence Limit
- \$ 3,000,000.00 General Aggregate
- \$ 3,000,000.00 Products/Completed Operations Aggregate
- \$ 3,000,000.00 Personal and Advertising Injury
- \$ 2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles

- \$ 2,000,000.00 Each Occurrence Combined Single Limit
- \$ 3,000,000.00 Aggregate Bodily Injury & Property Damage
- Or
- \$ 2,000,000.00 Each Person Bodily Injury
- \$ 2,000,000.00 Each Occurrence Bodily Injury
- \$ 2,000,000.00 Each Occurrence Property Damage

Fire Damage (any one fire) - \$500,000.00

Medical Expense (any one person) - \$5,000.00

Section 170.75 Labor Regulations. Add this subsection:

Any person employed on the project, by the contractor or a subcontractor, who in the opinion of the engineer, does not perform in a proper and skillful manner or whose conduct interferes with the progress of the work shall, at the written request of the engineer, be removed from the project. That employee shall not be again employed on the project without the approval of the engineer.

The Contractor and his men shall at all times be civil and courteous around private citizens and property owners. If ever directed to leave private property by the property owner and/or his representative, the Contractor and his personnel shall do so immediately. If any property owner or his representative makes demands, the Contractor is to remain courteous and report the matter to the Owner. No foul language, obscene gestures, or rudeness directed to private citizens will be tolerated. Radios and personal stereos will not be permitted. If, in the Owner's or Engineer's opinion, the Contractor or any of his men fail to conduct themselves as stipulated or follow the direction of the Owner or Engineer, the Owner or Engineer shall bar the offending individual from the project. His order shall be final.

Section 170.82 Responsibilities for Damage to Property and Facilities

00170.82(a) In General(a). Add the following to this subsection:

Provide temporary bridging over work to provide access to businesses along the proposed project limits. All temporary facilities shall be structurally sound and compliant with the latest edition of the Americans with Disabilities Act (ADA)

SECTION 00180 – PROSECUTION AND PROGRESS

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Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

Section 180.31 Required Materials, Equipment, and Methods

00180.31(a) General – Add the following to this subsection:

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications. Consideration of possible substitute items is at the sole discretion of the City of Milwaukie. Whenever it is indicated in the bid proposal that a substitute or item of material or equipment may be furnished or used by contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the bid date.

Contractor shall submit sufficient information as provided below to allow engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the engineer will include the following and as engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by engineer from anyone other than contractor. If contractor wishes to furnish or use a substitute item of material or equipment, contractor shall first make written application to engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the contract documents (or in the provisions of any other direct contract with owner for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. Engineer may require contractor to furnish additional data about the proposed substitute. Acceptance of substitute items is the sole discretion of the engineer and all data to be provided by contractor in support of any proposed substitute item will be at contractor's expense.

The procedure for submittal of any such application by contractor and consideration by the engineer is set forth in the following:

Section 180.40 Limitation of Operation. Add the following to this subsection:

(c) Project Restrictions - Unless otherwise approved by the City, no construction operations shall be performed within 1,000 feet of any occupied dwelling on legal holidays. No construction, materials delivery, layout activity, equipment maintenance, or startup or movement of machinery shall occur on Monday through Friday between 10:00 p.m. and 7:00 a.m. and on weekends between 5:00 p.m. and 8:00 a.m. unless otherwise approved by the City. All Night-time work is subject to City of Milwaukie noise ordinance limitations unless contractor obtains a variance in accordance with MMC 8.08

In addition to the requirements set forth in Specification 170.65, Contractor shall notify the City Engineer of any overtime operations as soon as possible. Normal working hours shall be defined as the period of time between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. The City of Milwaukie also recognizes the following additional holidays:

- Martin Luther King Day – Third Monday in January

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- Presidents Day – Third Monday in February
- Veterans Day – November 11th
- Day after Thanksgiving – Fourth Friday in November
- Christmas Eve – The afternoon when Christmas falls on a Tuesday through Friday

For overtime work requested by the Contractor, the Contractor shall pay the applicable wage rate for the City Engineer's Inspector, engineering and operations personnel, and other staff required at the project during the overtime hours.

Toilet accommodations shall be provided and maintained for the use of the employees on the job site. The accommodations shall be in approved locations, properly screened from public observance and shall be maintained in a strictly sanitary manner. The Contractor shall obey and enforce all other sanitary regulations and orders and shall take precautions against infectious diseases. The Contractor shall maintain at all times, satisfactory sanitary conditions around all tool and supply houses and on all other parts of the work in accordance with OSHA requirements.

00180.41 Project Work Schedules - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type "A" schedule as detailed in the Standard Specifications is required on this Contract.

00180.41 Project Work Schedules – Add the following to this subsection:

The contractor schedule should include provisions for progress meetings held as necessary during the course of the project. Upon 48-hour notice (2 working days) the Engineer may call a progress meeting with the contractor.

Section 180.42 Preconstruction Conference - Add the following to this subsection:

A preconstruction conference and organizational meeting will be held at the City of Milwaukie Community Development Building prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.

Attendees should include authorized representatives of the owner, the engineer, consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference. All participants at the conference shall be familiar with the project and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Critical Work sequencing.
- Designation of responsible personnel.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Product Data and Samples.

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- Use of the premises.
- Office, Work and storage areas.
- Equipment deliveries and priorities.
- Safety procedures.
- Security.
- Housekeeping.
- Working hours.
- Subcontractors

Section 180.50 Contract Time to Complete Work - Add the following subsection:

00180.50(h) Contract Time - There are two Contract Times on this Project as follows:

00180.50(h1) The Contractor shall complete all Drainage and Storm Sewer Work no later than November 30, 2018.

00180.50(h2) The Contractor shall complete all remaining Work no later than May 1, 2019.

00180.85 Failure to Complete on Time; Liquidated Damages:

00180.85(b)(2) Multiple Contract Times - Add the following paragraph and bullet list to the end of this subsection:

The Agency determined percentages of the value of Work required to be complete by the Contract Times listed under 00180.50(h) are as follows:

For Contract Time 00180.50(h)(1) the Agency determined percentage of Work is 5 percent.
For Contract Time 00180.50(h)(2) the Agency determined percentage of Work is 100 percent.

SECTION 00195 – PAYMENT FOR EXTRA WORK

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

Section 195.90 Final Payment. Add the following subsection:

(d) No waiver of rights - Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or any power herein reserved to the Owner, or any right to damages herein provided; nor shall any waiver of any breach in this Contract be held to be a waiver of any other subsequent breach.

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PART 00200 THRU 03000 - TECHNICAL SPECIFICATIONS

Comply with 2018 Oregon Standard Specifications supplemented and/or modified as follows:

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

Section 00220.02 Public Safety and Convenience – Replace the last bulleted item with the following item:

- Allow emergency vehicles and incident response units immediate passage at all times.

Add the following bulleted items to the end of this subsection:

- Provide written notice to all adjacent properties in accordance with Section 00150.58 of the Contract Specifications.
- Maintain a minimum of 1 way, flagged traffic during allowable hours specified in Section 00220.40(e).
- Do not stop or hold vehicles on any public street for more than 15 minutes.
- During flagging operations, when practical, flaggers shall notify the first stopped vehicle in the queue of an approximate amount of delay.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Provide and maintain access to garbage containers and garbage pick-up or other regularly scheduled deliveries. Coordinate with school district to minimize impacts and delays for any school bus routes.
- Notify all emergency services of all changes to the traffic control plan prior to completing the change.
- When an abrupt edge is created by excavation, protect traffic using the "EXCAVATION ABRUPT EDGE DETAIL" and the "TYPICAL ABRUPT EDGE SIGNING DETAIL" configurations shown on Standard Drawings TM800.
- Do not allow vertical differences in pavement height, created by paving or removal, to exceed 3 inches. Provide tapered asphalt pavement wedges across all pavement joints exposed to traffic according to 00620.40(d)
- Inform and contact all affected residents and businesses with special written notices approved by the Engineer, within the project area 48 hours before each of the following work activities: utility trenching, dig outs, and before top lift asphalt concrete paving.

Section 00220.40(e) Lane Restrictions – Replace this section with the following:

Do not close any traffic lanes and remove all barricades and objects from the McLoughlin Boulevard (Hwy 99W) during the following periods:

(1) Weekdays:

- Between 6:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m. Monday through Thursday.
- Between 6:00 a.m. and 9:00 a.m. Friday morning.

(2) Weekends - Between noon on Friday and sunrise on Sunday.

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Sunrise and sunset hours for "Milwaukie", for the applicable month(s), to be determined from the following website:

<http://www.sunrisesunset.com/USA/Oregon.asp>.

- (3) **Holidays** –Between noon on the day preceding a legal holiday or holiday weekend and midnight on a legal holiday or the last day of the holiday weekend, except Thanksgiving, when no lanes may be closed between noon on Wednesday and midnight on the following Sunday.

For the purposes of this Section, legal holidays are as follows:

- New Year's Day on January 1
- Memorial Day on the last Monday in May
- Independence Day on July 4
- Labor Day on the first Monday in September
- Thanksgiving Day on the fourth Thursday in November
- Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

- (4) **Special Events** – Between noon on the day preceding and midnight on the final day of the special event.

For the purposes of this Section, special events are as follows:

- None

All pedestrian ways will be open, traffic lanes will be unobstructed and parking will be available to the maximum extent possible. TP&DT measures will be placed as necessary for the safe movement of pedestrians, bicycles, and motor vehicles through the construction site.

SECTION 00225 – WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

Section 225.80 Measurement. Work covered under this Section will be measured by Method "B" – Lump Sum Basis – Under this method, no measurement of quantities will be made.

Section 225.90 Payment. Quantities of work performed under this Section will be paid for at the Contract unit price for "Temporary Work Zone Traffic Control, Complete".

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SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications supplemented and/or modified as follows:

00280.80 Measurement – Quantities of work performed under this Section will be measured by

(a) Lump Sum

Basis – No measurement of quantities will be made for lump sum items.

00280.90 Payment – Quantities of work performed under this Section will be paid for at the Contract unit price for "Erosion Control".

SECTION 305 – CONSTRUCTION SURVEY WORK

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision

DESCRIPTION

00305.00 Scope - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Survey Manual for Contractors". This manual is available at:

https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

00305.10 General – Delete the following from the list of Agency Responsibilities:

- Perform a Pre-Construction Survey in accordance with Chapter 7 of this manual.
- Establish initial horizontal and vertical control stations in the proximity of the Project.
- Provide horizontal and vertical alignment data.
- Provide cross section grade elevations to establish lines, grades, slopes, cross sections, and curve super elevations for each phase of roadwork. When available, provide 3D Engineered Models.
- Evaluate grade for acceptance at each course of material.
- Perform final "as constructed" measurements.

The contractor is responsible for any Agency Responsibilities identified in 00150.15(b) and those identified above if they feel they are necessary to perform the work.

00305.20 Electronic Data - Delete chapter 2 of the ODOT "Construction Manual for Contractors: and substitute the following:

- (a) General – The Engineer will not be responsible for any data translations. Compressed data provided by the Engineer or the Contractor and the method of exchange of electronic data will be mutually agreed to at the pre-survey conference.
- (b) Data Formats Provided by the Engineer
 - (1) CAD (Graphics) Files – AutoCAD (.DWG) format
- (c) Data Formats Provided by the Contractor
 - (1) CAD (Graphics) Files – AutoCAD (.DWG) format
 - (2) "AS Staked" Coordinate Data – ASCII Coordinate File Format
 - (3) Confidence Points – ASCII Coordinate File Format
 - (4) Vertical Control Point Elevations – ASCII Coordinate File Format

City of Milwaukie, Oregon

- (5) Coordinates of Miscellaneous Survey Points Set – ASCII Coordinate File Format
- (d) Data Format Details – Data exchanged between the Engineer and the Contractor will be in the following formats as referred to in this section.
 - (1) ASCII Coordinate File Format:
 - Point ID, Northing, Easting, Elevation, Description
 - Point IDs are alphanumeric up to 8 characters long.
 - Coordinates/Elevations are decimal numbers in Oregon State Plane International feet per the Milwaukie GIS system requirements.
 - Descriptions names are alphanumeric up to 27 characters long.
 - Columns are separated by commas
 - Name all ASCII coordinate files with an extension of .ASC
- (e) All files will be in accordance with the City of Milwaukie Coordinate and Elevation Datum.

MEASUREMENT

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

PAYMENT

00305.90 Payment- The accepted quantities of construction survey work will be paid for at the contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor and incidentals necessary to complete the work specified

No separate or additional payment will be made for all temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing survey documents including but not limited to office time, preparing and checking survey notes and all other related preparation work.

Progress payments will not be in excess of the reasonable value of surveying work estimated by the Engineer.

Cost incurred caused by surveyor errors will be at the contractor's expense. These costs include price adjustments for failure to meet requirements of the "Construction Surveying Manual for Contractors", repair or removal and replacements of deficient product and over-run of material. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

City of Milwaukie, Oregon

SECTION 00411 – PIPE BURSTING AND SLIP LINING

Comply with Section 00411 of the Standard Specifications supplemented and/or modified as follows:

00411.44 Pre-Construction and Post-Construction Video Inspection. Add this subsection:

Perform Video Pipe Inspection in accordance with Section 00415.

00411.45 Bypass Pumping. Add this subsection:

The Contractor shall provide bypass pumping for acceptable completion of the pipe installation. Bypass pumping shall consist of furnishing, installing, and maintaining all power, primary and standby pumps, appurtenances, and bypass piping required to maintain existing flows and services. The Contractor shall submit a plan for bypass pumping diversion. The bypass pumping plan shall include an emergency response plan to be followed in the event of a failure of the bypass pumping system.

Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic, and shall be redirected into a sanitary sewer system as approved by the City. Dumping or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewer is prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill. After the work is completed, flow shall be returned to the replaced sewer and all temporary equipment removed.

The Contractor shall take all necessary precautions to ensure that no private properties are subjected to a sewage backup or spill. If sewage backup occurs and enters buildings, the Contractor shall be responsible for cleanup, repair, property damage costs and claims.

At the end of each working day, temporary tie-ins shall be made between the relined section and the existing system and the bypass plug shall be removed.

SECTION 00415 – VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications supplemented and/or modified as follows:

00415.90 Payment – Add the following to this subsection:

When the Contract Schedule of items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications supplemented and/or modified as follows:

City of Milwaukie, Oregon

00641.80 Measurement – Add the following subsection:

(e) Lump Sum Basis – When measurement is by Lump Sum, no measurement of quantities will be made.

00641.90 Payment – Delete subsections (a), (b), (c) and (f) and substitute the following:

| Pay Item | Unit of Measurement |
|----------------------------------|-----------------------------|
| (a) Aggregate Subbase | Ton, Cubic Yard or Lump Sum |
| (b) Aggregate Base and Shoulders | Ton, Cubic Yard or Lump Sum |
| (c) _____ Aggregate Base | Ton, Cubic Yard or Lump Sum |
| (f) Aggregate Shoulders | Ton, Cubic Yard or Lump Sum |
| (h) _____ Aggregate Leveling | Ton |

City of Milwaukie, Oregon
Public Works Contract Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that we,

Landis & Landis Construction, LLC

(Official Name & Form of Organization)

Whose address is: PO Box 50

(Street Address)

Marylhurst

OR

97036

(City)

(State)

(Zip)

as Principal, and,

Travelers Casualty and Surety Company of America

(Name of Surety)

4000 Kruse Way Pl. Building 1 Suite 125

Lake Oswego,

OR

97035

(Street Address of Surety)

(City)

(State)

(Zip)

Propel Insurance

Michael Mansfield

503-467-7552

(Print - Agent / Contact Name)

(Phone Number)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Milwaukie, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

One Million Thirty Two Thousand One Hundred Five and 00/100 Dollars (\$1,032,105.00) lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the 18th day of July, 2018

Landis and Landis Construction, LLC

(Name of Contractor)

Principal, entered into a contract with the City of Milwaukie, Oregon, Obligee, to construct certain public improvements and to provide material, labor and equipment for the construction of those improvements. The public improvements and work to be performed by Principal are more fully described in the contract documents between Principal and Obligee. Those contract documents are incorporated herein by reference.

In the event that Principal fails to complete the work as required under the contract, Surety shall either complete the work or pay Obligee the costs of completion of the work. Work is only complete when it meets the standards required by the Contract and applicable City standards. Surety's obligation shall remain in effect until the work is accepted by Obligee, but shall terminate on acceptance by Obligee.

The total amount of the Surety's liability to Obligee under this bond shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in Portland, Oregon this 23rd day of July, 2018.

Landis and Landis Construction, LLC

Contractor



Principal Signature

Michael

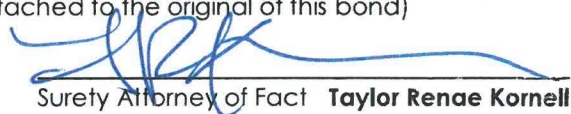
~~Michael~~ Landis

Principal Printed Name

Witnesses:

Travelers Casualty and Surety Company of America
Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)



Surety Attorney of Fact **Taylor Renae Kornell**

Countersigned:


Resident Agent

City of Milwaukie, Oregon
Public Works Contract Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that we,

Landis & Landis Construction, LLC

(Official Name & Form of Organization)

Whose address is: PO Box 50

(Street Address)

Marylhurst

(City)

OR

(State)

97036

(Zip)

as Principal, and,

Travelers Casualty and Surety Company of America

(Name of Surety)

4000 Kruse Way Pl. Building 1 Suite 125

(Street Address of Surety)

Lake Oswego,

(City)

OR

(State)

97035

(Zip)

Propel Insurance

Michael Mansfield

503-467-7552

(Print - Agent / Contact Name)

(Phone Number)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Milwaukie, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

One Million Thirty Two Thousand One Hundred Five and 00/100 Dollars (\$1,032,105.00) lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents.

TERMS AND CONDITIONS

On the 18th day of July, 2018

Landis & Landis Construction, LLC

(Name of Contractor)

Principal, entered into a contract with the City of Milwaukie, Oregon, Obligee, for the construction of certain public improvements. As part of the contract, Principal is required to furnish materials, labor, and equipment to construct the improvements. The contract documents between Principal and Obligee are incorporated herein by this reference.

In the event that Principal fails to make payments when due to suppliers of labor, equipment or materials, Surety shall pay the suppliers the amounts they are due. In the event that Obligee pays any amounts to suppliers that Principal was required to pay, Surety shall reimburse Obligee for those payments. In the event that Principal permits any lien or claim to be filed or prosecution against the City on account of any labor or material furnished, Surety shall take such steps as are necessary to clear the lien, claim or prosecution. In the event that Principal fails to (1) promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred

to the performance of the contract, (2) promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the money and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, or (3) promptly pay to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-Contractors, pursuant to the Section 316.711, Oregon Revised Statutes, Surety shall make the required payments. Surety's obligations under this bond shall terminate when all payments required of Principal described in this paragraph are made in full.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in Portland, Oregon this this 23rd day of July, 2018.

Landis and Landis Construction, LLC
Contractor


Principal Signature

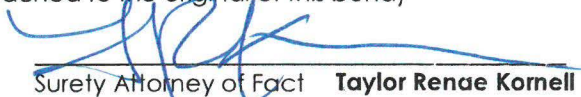
Michael
~~Michael~~ Landis

Principal Printed Name


Witnesses:

Travelers Casualty and Surety Company of America
Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)


Surety Attorney of Fact **Taylor Renae Kornell**

Countersigned:


Resident Agent



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Taylor Renae Kornell**, of **Portland, Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

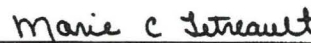
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **July**, **2018**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



COUNCIL RESOLUTION No. 59-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, APPROVING THE AWARD OF A CONTRACT FOR THE CONSTRUCTION OF THE 2017 CLAY SEWER PIPE REPLACEMENT (CIP-2017-X10) TO LANDIS & LANDIS CONSTRUCTION, LLC.

WHEREAS, the City of Milwaukie has identified the 2017 Clay Sewer Pipe Replacement within the capital improvement plan; and

WHEREAS, these improvements are contained within the 2019-2020 biennium budget; and

WHEREAS, a formal competitive bid process following Public Contracting Rule 40 was completed.

Now, Therefore, be it Resolved that the City of Milwaukie authorizes the City Manager to execute a contract with Landis & Landis Construction, LLC for the construction of the 2017 Clay Sewer Pipe Replacement project, waive any irregularities, and authorize the Engineering Director to administer the project in accordance with the project specifications with a project authorization of \$1,135,000.00.

Introduced and adopted by the City Council on 7/17/18.

This resolution is effective on 7/17/18.

A handwritten signature in black ink, appearing to read "Mark Gamba", written over a horizontal line.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

A handwritten signature in blue ink, appearing to read "Scott Stauffer", written over a horizontal line.

Scott Stauffer, City RecorderA handwritten signature in black ink, appearing to read "Jordan Ramis", written over a horizontal line.

City Attorney

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/23/2018

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 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 Propel Insurance Portland Commercial Insurance 805 SW Broadway, Suite 2300 Portland, OR 97205-3363 | CONTACT NAME: Misti Webb PHONE (A/C, No, Ext): 503 467-2806 E-MAIL ADDRESS: misti.webb@propelinsurance.com | | FAX (A/C, No): 866 577-1326 |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Landis & Landis Construction, LLC PO Box 50 Marylhurst, OR 97036 | INSURER A : The Phoenix Insurance Company | | 25623 |
| | INSURER B : Travelers Property Casualty Co | | 25674 |
| | INSURER C : St. Paul Surplus Lines Ins Co. | | 30481 |
| | INSURER D : Charter Oak Fire Insurance Comp | | 25615 |
| | INSURER E : | | |
| INSURER F : | | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CO8H851244 | 12/31/2017 | 12/31/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 WA Stop Gap \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 8108H851244 | 12/31/2017 | 12/31/2018 | 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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP9G466830 | 12/31/2017 | 12/31/2018 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ 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? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | |
| C | Pollution | | | 81M91034 | 12/31/2017 | 12/31/2018 | 2,000,000 |
| D | Leased & Rented | | | 6609H211841 | 12/31/2017 | 12/31/2018 | 455,000 |
| D | Install Floater | | | 6609H211841 | 12/31/2017 | 12/31/2018 | 375,000 |

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

RE: CIP-2017-XI0 2017 CLAY SEWER PIPE REPLACEMENT.

CERTIFICATE HOLDER**CANCELLATION**

City of Milwaukie
10722 SE Main St
Milwaukie, OR 97222-0000

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

AUTHORIZED REPRESENTATIVE

Misti Webb



POLICY NUMBER: DT-CO-8H851244-PHX-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-05-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

| | |
|----------------|--|
| IL T0 02 11 89 | COMMON POLICY DECLARATIONS |
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T0 01 01 07 | COMMON POLICY CONDITIONS |
| IL T0 03 04 96 | LOCATION SCHEDULE |
| IL T3 02 07 86 | CALCULATION OF PREMIUM-COMPOSITE RATE(S) |
| IL T8 00 | GENERAL PURPOSE ENDORSEMENT |

GENERAL LIABILITY - CONTRACTORS

| | |
|----------------|--|
| CG T0 01 11 03 | COML GENERAL LIABILITY COV PART DEC |
| CG D3 05 07 08 | DEDUCTIBLE LIABILITY INSURANCE |
| CG T0 07 09 87 | DECLARATIONS PREMIUM SCHEDULE |
| CG T0 08 11 03 | KEY TO DECLARATIONS PREMIUM SCHEDULE |
| CG T0 34 11 03 | TABLE OF CONTENTS |
| CG 00 01 10 01 | COMMERCIAL GENERAL LIABILITY COV FORM |
| CG D2 55 11 03 | AMENDMENT OF COVERAGE - POLLUTION |
| CG D4 20 07 08 | AMEND OTHER INS COND MEAN OTHER INS/INSR |
| CG D4 71 01 15 | AMEND COVERAGE B - PERS & ADV INJURY |
| GN 01 13 11 03 | EMPLOYERS OVERHEAD LIABILITY |
| CG D2 03 12 97 | AMEND-NON CUMULATION OF EACH OCC |
| CG D2 11 01 04 | DESIGNATED PROJECT(S) GEN AGGR LIMIT |
| CG D2 46 08 05 | BLANKET ADDITIONAL INSURED (CONTRACTORS) |
| CG D3 16 11 11 | CONTRACTORS XTEND ENDORSEMENT |
| CG D2 43 01 02 | FUNGI OR BACTERIA EXCLUSION |
| CG D2 88 11 03 | EMPLOYMENT-RELATED PRACTICES EXCLUSION |
| CG D2 93 11 03 | EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS |
| CG D3 22 01 04 | EXCLUSION-SUITS BY ONE NAMED INSURED |
| CG D3 26 10 11 | EXCLUSION - UNSOLICITED COMMUNICATION |
| CG D3 56 05 14 | MOBILE EQUIP REDEFINED-EXCL OF VEHICLES |
| CG D3 91 08 13 | EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS |
| CG D5 46 10 11 | EXCL - ARCHITECT/ENG/SURVEY PROF SERV |
| CG D6 18 10 11 | EXCL-VIOLATION OF CONSUMER FIN PROT LAWS |
| CG D7 46 01 15 | EXCL-ACCESS OR DISCL OF CONF/PERS INFO |
| CG D0 76 06 93 | EXCLUSION-LEAD |
| CG D1 42 01 99 | EXCLUSION-DISCRIMINATION |
| CG D2 04 06 01 | EXCL-EXTERIOR INSULATION & FINISH SYSTEM |
| CG D2 40 09 15 | EXCLUSION -SILICA OR SILICA-RELATED DUST |
| CG D2 42 01 02 | EXCLUSION WAR |
| CG T4 78 02 90 | EXCLUSION-ASBESTOS |
| CG T4 81 11 88 | EXC-HAZARD-CONNECTED DESIGNATED EXPOSURE |
| CG F4 66 01 08 | WASHINGTON CHANGES-WHO IS AN INSURED |
| CG T0 09 09 93 | EMPLOYEE BENEFITS LIAB COV PART DEC |
| CG T0 43 01 16 | EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS |
| CG T1 01 01 16 | EMPLOYEE BENEFITS LIABILITY COV FORM |
| CG F8 96 01 16 | OREGON CHANGES - EBL |



POLICY NUMBER: DT-CO-8H851244-PHX-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-05-18

INTERLINE ENDORSEMENTS

| | |
|----------------|--|
| IL T3 68 01 15 | FEDERAL TERRORISM RISK INS ACT DISCLOSE |
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL T4 14 01 15 | CAP ON LOSSES CERTIFIED ACT OF TERRORISM |
| IL 00 21 09 08 | NUCLEAR ENERGY LIAB EXCL END-BROAD FORM |
| IL 01 23 11 13 | WASHINGTON CHANGES - DEFENSE COSTS |
| IL 01 42 09 08 | OREGON CHANGES-DOMESTIC PARTNERSHIP |
| IL 02 79 09 08 | OR CHANGES-CANCELLATION AND NONRENEWAL |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b)** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c)** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d)** The additional insured must tender the defense and indemnity of any claim or "suit" to

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

- 5.** The following definition is added to SECTION V. – DEFINITIONS:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

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

This exclusion does not apply to an aircraft that is:

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

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

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

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- 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.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

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

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

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

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

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

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

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

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

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

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

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

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

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

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

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

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

L. BLANKET WAIVER OF SUBROGATION

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

COMMERCIAL GENERAL LIABILITY

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

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE LIMIT
SHOWN ON THE DECLARATIONS

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

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



POLICY NUMBER: DT-810-8H851244-PHX-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-08-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

| | |
|----------------|--|
| IL T0 02 11 89 | COMMON POLICY DECLARATIONS |
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T0 01 01 07 | COMMON POLICY CONDITIONS |
| IL T3 02 07 86 | CALCULATION OF PREMIUM-COMPOSITE RATE(S) |
| IL T8 00 | NAMED INSURED |
| IL T8 25 | GENERAL PURPOSE ENDORSEMENT |

COMMERCIAL AUTOMOBILE

| | |
|----------------|--|
| CA T0 01 02 15 | BA- COVERAGE PART DECS (ITEMS 1 & 2) |
| CA T0 03 02 15 | BA COVERAGE PART DECS (ITEMS 4 & 5) |
| CA T3 95 02 15 | DEDUCTIBLE COVERAGE |
| CA T0 30 02 16 | BA/AD/MC COV PART SUPPL SCH - ITEM TWO |
| CA T0 31 02 15 | TABLE OF CONTENTS-BUSINESS AUTO COV FORM |
| CA 00 01 10 13 | BUSINESS AUTO COVERAGE FORM |
| CA T4 59 02 15 | AMENDMENT OF EMPLOYEE DEFINITION |
| CA T4 74 02 16 | BLNKT ADDTL IND- PNC W/OTHER INS |
| CA 01 49 10 13 | OREGON CHANGES |
| CA 21 05 01 16 | OR UNINSURED MOTORISTS COV - BI |
| CA 21 87 10 13 | OR UM COVERAGE - PROP DAMAGE PP TYPES |
| CA 22 36 11 16 | OREGON PERSONAL INJURY PROTECTION |
| CA 99 03 10 13 | AUTO MEDICAL PAYMENTS COVERAGE |
| CA 99 16 10 13 | HIRED AUTOS SPECIF AS COV AUTOS YOU OWN |
| CA 99 48 10 13 | POLL LIAB-BUS AUTO/MOTOR CARRIER COV FRM |
| CA T3 53 02 15 | BUSINESS AUTO EXTENSION ENDORSEMENT |
| CA T4 45 04 09 | LOSS PAYABLE CLAUSE |
| CA T8 01 | POLLUTION LIABILITY |
| CA T8 02 | BLANKET ADDITIONAL INSURED |

INTERLINE ENDORSEMENTS

| | |
|----------------|--|
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL 00 21 09 08 | NUCLEAR ENERGY LIAB EXCL END-BROAD FORM |
| IL 01 42 09 08 | OREGON CHANGES-DOMESTIC PARTNERSHIP |
| IL 02 79 09 08 | OR CHANGES-CANCELLATION AND NONRENEWAL |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following replaces the **LOSS PAYABLE CLAUSE** in the **BUSINESS AUTO COVERAGE PART DECLARATIONS: LOSS PAYABLE CLAUSE**

- A. We will pay you and the loss payee on file with us for "loss" to a covered "auto", as interest may appear.
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the **CANCELLATION** Common Policy Condition.
Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain their rights against any other party.

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:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. 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:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) 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.

POLICY NUMBER: CUP-9G466830-17-26

EFFECTIVE DATE: 12/31/2017

ISSUE DATE: 01/12/2018

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

| | |
|----------------|---|
| CG T0 14 04 96 | POLICY DECLARATIONS COMMERCIAL EXCESS LIABILITY |
| | UMBRELLA |
| IL T8 01 01 01 | FORMS ENDORSEMENTS AND SCHEDULE NUMBERS |

UMBRELLA / EXCESS

| | |
|----------------|---|
| CG D0 23 04 96 | SCHEDULE OF UNDERLYING INSURANCE |
| UM 00 01 11 03 | COMMERCIAL EXCESS LIABILITY UMBRELLA INSURANCE |
| UM 03 92 11 03 | EMPLOYERS LIABILITY - FOLLOWING FORM |
| UM 04 04 11 03 | AMEND OF COV ADVER INJURY PROP DAMAGE |
| UM 04 75 07 08 | AMENDMENT OF DEFENSE OF CLAIMS OR SUITS |
| UM 04 76 07 08 | AMENDMENT OF WHO IS AN INSURED - QUALIFYING UNDER SCHEDULED UNDERLYING INSURANCE |
| UM 04 77 07 08 | AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE CLAIM |
| UM 04 79 07 08 | OTHER INSURANCE CONDITION AND MEANING OF OTHER INSURANCE |
| UM 04 81 07 08 | AMENDMENT - MEANING OF YOU AND YOUR AND MEANING OF EMPLOYEE |
| UM 04 88 07 08 | WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS |
| UM 05 11 01 15 | AMEND OF COV B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY |
| UM 06 03 11 10 | CRISIS MANAGEMENT SERVICES EXPENSES |
| UM 06 88 03 15 | AMEND-FIN INT IN FOREIGN INS ORG - UM |
| UM 01 52 01 16 | EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE |
| UM 00 30 03 12 | AMENDMENT OF DAMAGE TO PROPERTY EXCLUSION - CONTRACTORS |
| UM 00 76 01 86 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENTBROAD FORM |
| UM 01 16 11 03 | EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS OMISSIONS |
| UM 01 61 01 14 | AMEND POLLUTION EXCL - FOLLOW FORM - EXCPT CERTAIN POLLUTION RELATED TO AUTOS |
| UM 01 91 01 02 | WAR EXCLUSION |
| UM 01 96 07 96 | EXCLUSION - ASBESTOS |
| UM 02 07 07 96 | EXCLUSION - ALL HAZARDS IN CONNECTION WITH A DESIGNATED EXPOSURE |
| UM 02 55 11 03 | AMENDMENT AIRCRAFT/WATERCRAFT |
| UM 03 04 02 97 | EXCLUSION - LEAD |
| UM 03 24 02 01 | EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEM |
| UM 03 60 09 15 | EXCLUSION - SILICA OR SILICA-RELATED DUST |
| UM 03 64 01 02 | FUNGI OR BACTERIA EXCLUSION |
| UM 04 09 01 04 | EXCLUSION - SUITS BY ONE NAMED INSURED AGAINST ANOTHER NAMED INSURED |
| UM 04 15 10 11 | EXCLUSION - UNSOLICITED COMMUNICATIONS |

POLICY NUMBER: CUP-9G466830-17-26

EFFECTIVE DATE: 12/31/2017

ISSUE DATE: 01/12/2018

UMBRELLA / EXCESS (CONTINUED)

| | |
|----------------|---|
| UM 04 56 08 13 | EXCL - PROJECTS SUBJ TO WRAP-UP INS PROGRAM WITH LTD COVERAGE EXCEPT |
| UM 05 30 03 09 | EXCLUSION - DISCRIMINATION |
| UM 05 65 12 09 | EXCLUSION - ARCHITECTURAL |
| UM 06 09 10 11 | EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS |
| UM 06 50 01 15 | EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION |

INTERLINE ENDORSEMENTS

| | |
|----------------|---|
| IL T3 68 01 15 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| IL T4 14 01 15 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |

POLICY NUMBER: CUP-9G466830-17-26

ISSUE DATE: 01/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Item 6 of the Declarations to include:

| POLICY | LIMITS (000 OMITTED) | | COVERAGE | COMPANY |
|----------------|-----------------------------|-----------------------|-----------------------------|----------------|
| BA-8H851244-17 | 1,000 | CSL | AUTO LIABILITY | PHX |
| CO-8H851244-17 | 1,000 | EACH ACCIDENT | EMPLOYER'S LIABILITY | PHX |
| | 1,000 | AGG EMPLOYEE DISEASE | | |
| | 1,000 | EACH EMPLOYEE DISEASE | | |
| CO-8H851244-17 | 1,000 | EACH OCCURRENCE | GENERAL LIABILITY | PHX |
| | 1,000 | PERS/ADV INJURY | | |
| | 2,000 | GENERAL AGGREGATE | | |
| | 2,000 | PROD/COMP OPS AGG | | |
| CO-8H851244-17 | 1,000 | EACH EMPLOYEE | EMPLOYEE BENEFITS LIABILITY | PHX |
| | 2,000 | AGGREGATE | | |

The policies shown above are issued in one or more of the Travelers Companies. The above company(s) translates as follows:

PHX THE PHOENIX INSURANCE COMPANY
 PHX THE PHOENIX INSURANCE COMPANY
 PHX THE PHOENIX INSURANCE COMPANY

"(If you have any employee exposure in the State of New York, the Employers Liability Limits are applicable only to bodily injury to your "non-subject employees" as defined under Rule VIII - Limits of Liability, A.2., of the WC/EL Manual of the State of New York)"

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

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

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
 - b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
- subsequent to the execution of the contract or agreement.

POLICY NUMBER: ZCC-81M91034-17-SK**EFFECTIVE DATE:** 12/31/17**ISSUE DATE:** 01/29/18**LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS**

This listing shows the number of forms, schedules and endorsements by line of business.

| | |
|----------------|---|
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| RP 01 42 01 15 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| RP 01 43 01 15 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| RP 04 01 04 12 | CONTRACTORS POLLUTION LIABILITY COVERAGE DECLARATIONS |
| RP 04 00 04 12 | CONTRACTORS POLLUTION LIABILITY COVERAGE FORM |
| RP 04 04 04 12 | CONTRACTORS POLLUTION LIABILITY COVERAGE FORM TABLE OF CONTENTS |
| RP 02 33 03 15 | AMENDMENT OF CONDITIONS & COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS-CONTRACTORS POLLUTION LIAB |
| RP 02 05 09 15 | EXCLUSION - SILICA OR SILICA-RELATED DUST |
| RP 02 06 06 12 | EXCLUSION - LEAD |
| RP 04 20 07 13 | AMENDMENT OF INSURING AGREEMENT - ADDITION OF OPERATIONS RETROACTIVE DATE FOR CONTRACTORS POLLUTION LEGAL LIABILITY |
| RP 04 22 09 14 | LIMITED NON-OWNED DISPOSAL SITE CONTRACTORS POLLUTION LEGAL LIABILITY COVERAGE - CLAIMS-MADE |
| RP 02 09 02 16 | SERVICE OF SUIT |
| RP 02 04 12 15 | CANCELLATION MINIMUM EARNED PREMIUM ENDORSEMENT |

CONTRACTORS PROFESSIONAL LIABILITY – CLAIMS-MADE AND CONTRACTORS POLLUTION LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE FOR COVERAGE A – CONTRACTORS PROFESSIONAL LIABILITY. FOR SUCH COVERAGE, DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES FOR SUCH COVERAGE WILL REDUCE THE LIMITS OF INSURANCE.

FOR COVERAGE B – CONTRACTORS POLLUTION LIABILITY, DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES FOR SUCH COVERAGE WILL REDUCE THE LIMITS OF INSURANCE.

PLEASE READ THE ENTIRE FORM CAREFULLY.

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

Words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERAGES

COVERAGE A CONTRACTORS PROFESSIONAL LIABILITY

1. Insuring Agreement – Coverage A

- a. The “company” will pay on behalf of the “insured” “loss” the “insured” is legally obligated to pay caused by an act, error or omission to which this insurance applies.
- b. This insurance applies to “loss” only if:
 - (1) The act, error or omission results from the performance of, or failure to perform, the “named insured’s contractor professional services” by or on behalf of the “named insured”;
 - (2) The act, error or omission is committed in the “coverage territory”;
 - (3) The act, error or omission was committed on or after the Retroactive Date For Contractors Professional Liability Coverage stated in the Declarations and before the end of the “policy period”. If no Retroactive Date For Contractors Professional Liability Coverage is stated in the Declarations, that retroactive date will be deemed to be the first day of the “policy period”; and
 - (4) A “claim” for “loss” is first made against any “insured”, as further described in Paragraph c. below:

- (a) During the “policy period”;
- (b) During the Basic Extended Reporting Period for Coverage A, if applicable; or
- (c) During the Optional Extended Reporting Period for Coverage A, if applicable.

c. A “claim” for the “loss” will be deemed to have been first made against any “insured” at the earlier of the following times:

- (1) When any “insured” first receives written notice of such “claim”; or
- (2) When the “company” first receives written notice from any “insured” of a specific act, error or omission that caused the “loss” which resulted in such “claim”, but only if that notice contains all of the following information:
 - (a) How, when and where the act, error or omission was committed;
 - (b) The names and addresses of each “insured” that committed the act, error or omission;
 - (c) The names and addresses of any persons or organizations sustaining “loss”, and the names and addresses of any witnesses; and
 - (d) A description, including the nature and location, of any “loss” caused by the act, error or omission.

All “claims” for “loss” caused by the same act, error or omission or “related acts, errors or omissions” will be deemed to have been first made against any “insured” at the time the first of those “claims” is

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first made against any "insured".

- d. Each act, error or omission in a series of "related acts, errors or omissions" will be deemed to have been committed on the date the first act, error or omission in that series is committed.
- e. In the event of "foreign Coverage A loss" incurred by a "foreign insured organization", or by any other "insured" for whom such "foreign insured organization" is liable, the "company" will reimburse the "First Named Insured", or any other "named insured" that is not a "foreign insured organization", for such "foreign Coverage A loss" because of its "financial interest" in that "foreign insured organization". For the purposes of this insurance, amounts the "company" reimburses under:

- (1) Paragraph a. of the definition of "foreign Coverage A loss" will be deemed to be "loss" the "insured" is legally obligated to pay under Coverage A;
- (2) Paragraph b. of the definition of "foreign Coverage A loss" will be deemed to be "defense expenses" the "company" pays under Coverage A; and
- (3) Paragraph c. of the definition of "foreign Coverage A loss" will be deemed to be payments the "company" makes under Paragraph 4., Supplementary Payments - Coverage A.

2. Defense - Coverage A

- a. The "company" will have the right and duty to defend the "insured" against any "claim" for "loss" to which this insurance applies. The "company" will have no duty to defend the "insured" against any "claim" for "loss" to which this insurance does not apply.
- b. When the "company" defends an "insured" against a "claim", the "company" will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance.
- c. The "company" may, at its discretion, investigate any act, error or omission, and the "company" may settle any "claim" with the "insured's" written consent. If the "company" agrees with a proposed settlement of a "claim" and the "insured" refuses to consent to that proposed settlement, the "company"

will not pay more than the amount of that proposed settlement for the combined total of the following for such "claim":

- (1) "Loss"; and
- (2) "Defense expenses" incurred after the "insured" refuses to consent to the proposed settlement.

- d. The "company's" right and duty to defend ends when the "company" has used up the applicable limit of insurance in the payment of:

- (1) "Loss" or "defense expenses" under Coverage A;
- (2) "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or
- (3) "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

The "company" will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Paragraph 4. Supplementary Payments - Coverage A or Paragraph 5. Right To Appeal A Judgment - Coverage A.

- e. When the "company" defends an insured against a "claim", the "company" has the right to choose the legal counsel for that defense, unless the "insured" has such right under the law that applies. If the "insured" has the right to choose the legal counsel for the defense under the law that applies and exercises such right:

- (1) The attorney fees and all other "defense expenses" the "company" must pay to the "insured's" chosen counsel are limited to the rates the "company" would actually pay to counsel that the "company" retains in defense of similar claims in the location where the "claim" is being defended;
- (2) The "company" may require that such counsel meet certain minimum qualifications with respect to competency, including experience in defending such claims, and meet certain minimum requirements with respect to such counsel's errors and omissions insurance; and

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(3) Upon request, that counsel will respond on a timely basis to the "company's" request for any and all information regarding the "claim".

f. If the "company" defends more than one "insured" against the same "claim" or related "claims", the "company" has the right to require each such "insured" to be defended by the same legal counsel, unless the "insured" or such counsel establishes that a conflict of interest prevents such joint defense.

3. Exclusions Applicable To Coverage A

This insurance does not apply to:

a. Asbestos

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

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos, asbestos fibers or products containing asbestos, by any "insured" or by any other person or organization.

This includes:

(1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

(2) Any obligation to:

(a) Share such "loss" with or repay someone else who must pay such "loss"; or

(b) Share such loss, cost or expense with or repay someone else who must pay such loss, cost or expense.

b. Bankruptcy Or Insolvency

"Loss" arising out of the "insured's" bankruptcy or insolvency.

c. Claims By Insureds Against Insureds Or By Related Persons Or Organizations

"Loss" for which any "claim" is made by or on behalf of:

(1) Any "insured" against any other "insured";

(2) Any organization that:

(a) Any "insured" owns more than a 25% interest in, or any "insured", in whole or substantially, controls financially, manages or operates; or

(b) Has a director or "executive officer" who owns more than a 25% interest in any "named insured", or who, in whole or substantially, controls any "named insured" financially, or manages or operates any "named insured";

(3) Any person who is an "employee" of any organization described in Paragraph (2) above or is the spouse, child, parent, brother or sister, of that "employee".

d. Contract liability

"Loss" for which the "insured" has assumed liability under any contract or agreement.

This exclusion does not apply to "loss" for which the "insured" would have liability without the contract or agreement.

This exclusion also does not apply to the "tort liability" of another to pay "loss" sustained by others if the "named insured" has assumed such liability under a contract or agreement, but only if the "loss" is caused by an error, omission or negligent act:

(1) That results from the performance of, or failure to perform, the "named insured's" contractor professional services" by or on behalf of the "named insured"; and

(2) Was committed subsequent to the execution of the contract or agreement.

e. Criminal, Dishonest, Fraudulent, Knowingly Wrongful Or Malicious Acts, Errors Or Omissions

"Loss" arising out of any criminal, dishonest, fraudulent, knowingly wrongful or malicious act, error or omission committed by or at the direction of:

(1) Any "insured"; or

(2) Anyone for whose acts any "insured" is legally responsible.

Do not add this form to a policy. It is for informational use only.

This exclusion does not apply to any "insured" who did not:

- (1) Participate in committing, or direct the committing of, any such act, error or omission; or
- (2) Have knowledge of any such act, error or omission.

f. Employers Liability

"Loss" because of "bodily injury" to:

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

This exclusion applies:

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

This exclusion does not apply to the "tort liability" of another to pay for "loss" because of "bodily injury" incurred by others if the "named insured" has assumed such liability under a contract or agreement, but only if:

- (1) The "bodily injury" is caused by an error, omission or negligent act in the performance of, or failure to perform, the "named insured's" contractor professional services" by or on behalf of the "named insured"; and
- (2) The contract or agreement was made before such error, omission or negligent act was committed.

g. Employment-Related Practices

"Loss" because of injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, disc-

ipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury described in Paragraph (1) above.

This exclusion applies:

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

h. Express Warranties Or Guarantees

"Loss" arising out of any express warranty or guarantee, including any such warranty or guarantee that:

- (1) Is made in bid preparations or specifications for all or part of a project; or
- (2) Involves the cost, timing or schedule, quality, revenue or use, or performance of, or for, all or part of a project.

This exclusion does not apply to "loss" for which the "insured" would have liability without the express warranty or guarantee because of any failure of the "named insured's" contractor professional services" to conform with the generally accepted standard of care that applies.

i. Faulty Construction Work

"Loss" arising out of any faulty construction work, including work that is not performed in accordance with a project's design or construction documents, that:

- (1) Is performed by any "insured";
- (2) Is performed by or on behalf of any subsidiary of any "insured"; or
- (3) Is performed by or on behalf of any person or organization that owns more than 25% of, or that, in whole or substantially, controls financially, manages or operates, any "insured".

For the purposes of this exclusion, construction work means any assembly, construction, erection, fabrication, installation or remediation work, or any manufacturing or supplying of any equipment, material or part.

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j. Fines, Penalties, Fees, Liquidated Or Multiplied Damages Or Injunctive Relief

- (1) Any fine or penalty assessed or imposed against any "insured" by law, including any federal, state, provincial or local law, regulation or statute or any governmental, judicial or administrative order or directive. Punitive or exemplary damages will be deemed to not be a fine or penalty, if such damages are insurable under the law that applies;
- (2) Any part of the fee for the "named insured's contractor professional services" which a client fails or refuses to pay;
- (3) The portion of any liquidated damages that exceeds the amount for which the "insured" would have liability without the agreement to pay liquidated damages;
- (4) The portion of any multiplied damage award that exceeds the initial amount multiplied; or
- (5) Any injunctive relief required by any law, including any federal, state, provincial or local law, regulation or statute or any governmental, judicial or administrative order or directive.

k. Fungi Or Bacteria

- (1) "Loss" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "loss". This paragraph does not apply to "bodily injury" arising out of a bacterial infection which develops in connection with physical harm to the person sustaining the "bodily injury", if such physical harm is not excluded by this exclusion and a "claim" is made against the "insured" for such physical harm.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "fungi" or bacteria by any "insured" or by any other person or organization.

l. Insurance-Related Acts, Errors Or Omissions

"Loss" arising out of any failure to maintain, obtain, recommend or require any type or amount of insurance, including any type of suretyship, bond or self-insurance program.

m. Named Insured's Product

"Loss" arising out of any "named insured's product" or any part of it.

This exclusion does not apply to "loss" arising out of the "named insured's product", or any part of it, that is any material, part or equipment furnished as part of any "named insured's work".

n. Patents, Trademarks and Trade Secrets

"Loss" arising out of any actual or alleged infringement or violation of any of the following rights or laws:

- (1) Patent.
- (2) Trade dress.
- (3) Trademark or servicemark.
- (4) Trade name or service name.
- (5) Trade secret.

o. Pollution

- (1) "Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) "Claim" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Previously Known Acts, Errors Or Omissions

"Loss" arising out of any act, error or omission that was committed, and that was known by any "responsible person", before the beginning date

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from which the "company", or any of its affiliated insurance companies, has continuously provided any "Contractors Professional Liability Coverage" to any "named insured". If there was no such coverage provided by such insurer immediately prior to this policy, that beginning date is the first day of the "policy period".

q. Projects For Which The Named Insured Has Other Professional Liability Insurance

"Loss" arising out of a project, or any part of a project, for which the "named insured" is covered by other professional liability insurance issued to the "named insured", or for which the "named insured" would have been covered by that insurance but is not because of:

- (1) An exclusion or other coverage limitation;
- (2) A deductible or self-insured retention;
- (3) The limits of coverage of such insurance being used up; or
- (4) The bankruptcy or insolvency of the insurer providing such insurance.

This exclusion does not apply to "loss" for which the "named insured" would have been covered by such insurance but is not only because the "claim" was first made after the expiration of such insurance and any extended reporting period applicable to such insurance.

This exclusion also does not apply if the only other professional liability insurance for which the "named insured" is covered or would have been covered for the project or the part of the project is umbrella insurance, or excess insurance, that the "named insured" bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

r. Radioactive Or Nuclear Material

- (1) "Loss" arising out of the actual or alleged presence, or actual, alleged or threatened dispersal of any "radioactive or nuclear material".
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the

effects of, "radioactive or nuclear material" by any "insured" or by any other person or organization.

This includes:

- (1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (2) Any obligation to:
 - (a) Share such "loss" with or repay someone else who must pay such "loss"; or
 - (b) Share such loss, cost or expense with or repay someone else who must pay such loss, cost or expense.

s. Unnamed Newly Acquired Organization

"Loss" arising out of the conduct of any organization:

- (1) That is not a "named insured"; and
- (2) That any "named insured" acquires during the "policy period".

t. Unnamed Partnership, Joint Venture Or Limited Liability Company

"Loss" arising out of the conduct of any current or past partnership, joint venture or limited liability company that is not a "named insured".

This exclusion does not apply:

- (1) To the extent such organization otherwise qualifies as an "insured" for Coverage A; or
- (2) To the "named insured's" liability for the "named insured's" conduct of the contractor business of such current or past partnership, joint venture or limited liability company if the "named insured" would have been covered for the "loss" by other professional liability insurance issued to such partnership, joint venture or limited liability company but is not only because the "claim" was first made after the expiration of such insurance and any extended reporting period applicable to such insurance.

u. War

"Loss" arising out of:

- (1) War, including undeclared or civil war;

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

v. Workers Compensation Or Other Benefits Laws

Any obligation that the "insured" has under any:

- (1) Workers compensation law;
- (2) Disability benefits law;
- (3) Unemployment compensation law; or
- (4) Similar law.

4. Supplementary Payments – Coverage A

The "company" will pay, with respect to any "claim" against an "insured" the "company" settles or is defending:

- a. Prejudgment interest awarded against the "insured" on that part of the judgment which the "company" pays, which exceeds the applicable deductible and which is within the applicable limit of insurance. If the "company" makes an offer to pay the applicable limit of insurance, the "company" will not pay any prejudgment interest based on that period of time after the offer.
- b. All interest on the full amount of any judgment that accrues after entry of the judgment and before the "company" has paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If the "company" does not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, the "company" will not pay any interest that accrues on that portion of the judgment.
- c. The cost of any required appeal bond for any judgment that the "company" appeals, but only for bond amounts for that part of the judgment that is for "loss" to which this insurance applies and which is within the applicable limit of insurance. The "company" will pay, or reimburse the "insured" for, the cost of a higher appeal bond amount if the "company" is required to do so under the law that applies. The "company" will not

be the principal under any appeal bond and does not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

The "company's" duty to make such payments ends when the "company" has used up the applicable limit of insurance in the payment of:

- a. "Loss" or "defense expenses" under Coverage A;
- b. "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or
- c. "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

5. Right To Appeal A Judgment – Coverage A

The "company" will have the right to appeal a judgment that:

- a. Includes "loss" to which this insurance applies;
- b. Is awarded in a "claim" for which the "company" defends an "insured"; and
- c. Is awarded against the "insured".

If the "company" appeals a judgment that it does not have a duty to appeal, the "company" will pay all of the following that result directly from that appeal:

- a. All expenses the "company" incurs; and
- b. All reasonable expenses, other than the cost of any required appeal bond, incurred at the "company's" request by the "insured" to assist the "company" with the appeal, including, only if the "insured" is an individual, actual loss of earnings up to \$500 a day by that individual because of time taken off from work.

These payments will not reduce the limits of insurance. The results of an appeal will not change the applicable limit of insurance.

The "company's" duty to make such payments ends when the "company" has used up the applicable limit of insurance in the payment of:

- a. "Loss" or "defense expenses" under Coverage A;
- b. "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or

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- c. "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

COVERAGE B CONTRACTORS POLLUTION LIABILITY

1. Insuring Agreement – Pollution Legal Liability

- a. The "company" will pay on behalf of the "insured" "loss" the "insured" is legally obligated to pay:

- (1) Because of "bodily injury" or "property damage" resulting from; or
- (2) That is "pollution clean-up costs" for "environmental damage" resulting from;

"pollution conditions" to which this insurance applies.

- b. This insurance applies to "loss" only if:

- (1) The "pollution conditions" result from "covered operations";
- (2) The "pollution conditions" commence in the "coverage territory";
- (3) The "bodily injury", "property damage" or "environmental damage" occurs during the "policy period";
- (4) A "claim" for such "loss" is made against any "insured"; and
- (5) No insurance that was in effect before the "policy period":
 - a. Includes a duty to defend the "insured" against such "claim" based on, or applies to cover, the part of such "claim" that is for "loss" resulting from such "pollution conditions"; or
 - b. Would apply to defend the "insured" against such "claim" based on, or would apply to cover, the part of such "claim" that is for "loss" resulting from such "pollution conditions" but for:
 - (i) The exhaustion of the applicable limit of insurance of that insurance; or
 - (ii) The insurer that issued that insurance becoming bankrupt or insolvent.

Paragraph (5) above does not apply if such prior insurance is a Contractors Pollution Liability policy issued by the "company", or any of its

affiliated insurance companies, that requires the "bodily injury", "property damage" and "environmental damage" to occur during its policy period.

- c. All "bodily injury", "property damage" and "environmental damage" that:

- (1) Results from the same "pollution conditions" or continuous, repeated or related "pollution conditions"; and
- (2) Occurs during the "policy period" of this policy and during the policy period of any other "Contractors Pollution Liability Coverage" that the "company", or any of its affiliated insurance companies, has provided to the "insured";

will be deemed to occur only during a single policy period as described in Paragraph d. below.

- d. All "bodily injury", "property damage" and "environmental damage" described in Paragraph c. above will be deemed to occur only during a single policy period as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If no "claim" is made against any "insured" for "property damage" or "environmental damage" that results from any of such "pollution conditions", all such "bodily injury" will be deemed to occur only during the policy period when the first person making a "claim" against any "insured" is first exposed to any of the "pollutants" involved in any of such "pollution conditions" if such date of first exposure is on or after the "company's" first coverage inception date".
- (2) If any "claim" is made against any "insured" for "property damage" or "environmental damage" that results from any of such "pollution conditions", all such "property damage" and "environmental damage", and any "bodily injury" that results from any of such "pollution conditions", will be deemed to occur only during the policy period when the first of any of such "pollution conditions" commenced if such date of first commencement is on or after the "company's" first coverage inception date".

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(3) If the date of first exposure described in Paragraph (1) above or the date of first commencement described in Paragraph (2) above, whichever applies, is before the "company's first coverage inception date" or cannot be determined, all such "property damage", "environmental damage" and "bodily injury" will be deemed to occur only on the "company's first coverage inception date".

e. In the event of "foreign Coverage B pollution legal liability loss" incurred by a "foreign insured organization", or by any other "insured" for whom such "foreign insured organization" is liable, the "company" will reimburse the "First Named Insured", or any other "named insured" that is not a "foreign insured organization", for such "foreign Coverage B pollution legal liability loss" because of its "financial interest" in that "foreign insured organization". For the purposes of this insurance, amounts the "company" reimburses under:

(1) Paragraph a. of the definition of "foreign Coverage B pollution legal liability loss" will be deemed to be "loss" the "insured" is legally obligated to pay under Pollution Legal Liability in Coverage B; and

(2) Paragraph b. of the definition of "foreign Coverage B pollution legal liability loss" will be deemed to be "defense expenses" the "company" pays under Pollution Legal Liability in Coverage B.

2. Insuring Agreement – Emergency Response Costs For Pollution

a. The "company" will pay to, or on behalf of, the "named insured" "loss" that is "emergency response costs" incurred for "pollution conditions" to which this insurance applies.

b. This insurance applies to "emergency response costs" only if:

(1) The "pollution conditions" result from "covered operations", and the "covered operations" which result in such "pollution conditions" commence on or after the "company's first coverage inception date";

(2) Such "pollution conditions" commence in the "coverage territory";

(3) The "emergency response costs" are first incurred, as further described in Paragraph c. below, during the "policy period"; and

(4) The "pollution conditions" and notice of "emergency response costs" are first reported to the "company" in writing by any "named insured", as further described in Paragraph d. below, no later than seven days after the first discovery of the "pollution conditions" by any "insured".

c. All "emergency response costs" incurred for the same "pollution conditions" or continuous, repeated or related "pollution conditions" will be deemed to have been incurred when the first of such "emergency response costs" are incurred.

d. The same "pollution conditions" or continuous, repeated or related "pollution conditions", and notice of "emergency response costs" incurred for such "pollution conditions", and notice of "emergency response costs" for any of such "pollution conditions", that are first reported to the "company" in writing by any "named insured" no later than seven days after the first discovery of such "pollution conditions" by any "insured" will be deemed to have been first reported to the "company" in writing by any "named insured" when any of such "pollution conditions" and notice of "emergency response costs" incurred for any of such "pollution conditions" are first reported to the "company", or any of its affiliated insurance companies, in writing by any "named insured".

e. In the event of "foreign Coverage B emergency response costs loss" incurred by or on behalf of a "foreign insured organization", the "company" will reimburse the "First Named Insured" or any other "named insured" that is not a "foreign insured organization", for such "foreign Coverage B emergency response costs loss" because of its "financial interest" in that "foreign insured organization". For the purposes of this insurance, amounts the "company" reimburses for "foreign Coverage B emergency response costs loss" will be deemed to be "loss" that is "emergency response costs" that the "company" pays to, or on behalf of, the "named insured" under Emergency Response Costs For Pollution in Coverage B.

3. Defense - Coverage B

a. Under Pollution Legal Liability in Coverage B:

- (1) The "company" will have the right and duty to defend the "insured" against any "claim" for "bodily injury", "property damage" or "pollution clean-up costs" to which this insurance applies; and
- (2) The "company" will have no duty to defend the "insured" against any "claim" for "bodily injury", "property damage" or "pollution clean-up costs" to which this insurance does not apply.

b. Under Emergency Response Costs For Pollution in Coverage B, the "company" will have the right but no duty to defend any "insured".

c. When the "company" defends an "insured":

- (1) Against a "claim" under Pollution Legal Liability in Coverage B; or
- (2) With respect to any "emergency response costs" under Emergency Response Costs For Pollution in Coverage B;

the "company" will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance.

d. The "company" may, at its discretion, investigate any "pollution conditions" and settle any "claim" or obligation.

e. The "company's" right and duty to defend ends when the "company" has used up the applicable limit of insurance in the payment of:

- (1) "Loss" or "defense expenses" under Coverage A;
- (2) "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or
- (3) "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

The "company" will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Paragraph 5. Right To Appeal A Judgment - Coverage B.

f. When the "company" defends an "insured":

- (1) Against a "claim" under Pollution Legal Liability in Coverage B; or
- (2) With respect to any "emergency response costs" under Emergency Response Costs For Pollution in Coverage B;

the "company" has the right to choose the legal counsel for that defense, unless the "insured" has such right under the law that applies. If the "insured" has the right to choose the legal counsel for the defense under the law that applies and exercises such right:

- (1) The attorney fees and all other "defense expenses" the "company" must pay to the "insured's" chosen counsel are limited to the rates the "company" would actually pay to counsel that the "company" retains in defense of similar claims in the location where the claim is being defended or where the "pollution conditions" involved in the "emergency response costs" commenced;
- (2) The "company" may require that such counsel meet certain minimum qualifications with respect to competency, including experience in defending such claims, and meet certain minimum requirements with respect to errors and omissions insurance; and
- (3) Upon request, that counsel will respond on a timely basis to the "company's" request for any and all information regarding the "claim" or the "emergency response costs".

g. If the "company" defends more than one "insured":

- (1) Against the same "claim" or related "claims" under Pollution Legal Liability in Coverage B, or if the "company" defends one "insured" against a "claim" under Pollution Legal Liability in Coverage B that is related to another "claim" against another "insured" the "company" is defending under such coverage; or
- (2) With respect to the same "emergency response costs" or related "emergency response costs" under Emergency Response Costs For Pollution in Coverage B;

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the "company" has the right to require each such "insured" to be defended by the same legal counsel, unless the "insured" or such counsel demonstrates that a conflict of interest prevents such joint defense.

4. Exclusions Applicable To Coverage B

The following exclusions apply to both Pollution Legal Liability and Emergency Response Costs For Pollution in Coverage B.

This insurance does not apply to:

a. Asbestos

- (1) "Loss" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers, or products containing asbestos.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos, asbestos fibers or products containing asbestos, by any "insured" or by any other person or organization.

This includes:

- (1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (2) Any obligation to:
 - (a) Share such "loss" with or repay someone else who must pay such "loss"; or
 - (b) Share such loss, cost or expense with or repay someone else who must pay such loss, cost or expense.

b. Auto, Aircraft, Watercraft Or Rolling Stock

"Loss" arising out of the ownership, maintenance, use or entrustment to others of:

- (1) Any "auto" owned or operated by or rented or loaned to any "insured"; or
- (2) Any aircraft or watercraft, or any wheeled vehicle designed for travel on railroad tracks.

Use includes operation and "loading or unloading".

This exclusion applies even if the "claims" against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "pollution conditions" which caused the "bodily injury", "property damage" or "environmental damage" involved the ownership, maintenance, use or entrustment to others of any such "auto", aircraft or watercraft, or wheeled vehicle designed for travel on railroad tracks.

Paragraph (1) of this exclusion does not apply if the "auto" is located within the boundaries of a job site where "covered operations" are being performed.

c. Claims By Insureds Against Insureds Or By Related Persons Or Organizations

"Loss" for which any "claim" is made by or on behalf of:

- (1) Any "insured" against any other "insured";
- (2) Any organization that:
 - (a) Any "insured" owns more than a 25% interest in, or any "insured", in whole or substantially, controls financially, manages or operates; or
 - (b) Has a director or "executive officer" who owns more than a 25% interest in any "named insured", or who, in whole or substantially, controls any "named insured" financially, or manages or operates any "named insured"; or
- (3) Any person who is an "employee" of any organization described in Paragraph (2) above, or is the spouse, child, parent, brother or sister of that "employee".

Paragraph (1) of this exclusion does not apply to any "claim" by or on behalf of any "insured" that is an "insured" under Paragraph d. of the definition of "insured".

d. Contract Liability

"Loss" for which the "insured" has assumed liability under any contract or agreement.

This exclusion does not apply to "loss" for which the "insured" would have liability without the contract or agreement.

This exclusion also does not apply to

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the "tort liability" of another to pay "loss" because of "bodily injury" or "property damage" sustained by others or "loss" that is "pollution clean-up costs" incurred by others, if the "named insured" has assumed such liability under an "insured contract", but only if:

- (1) The "bodily injury", "property damage" or "environmental damage" results from "pollution conditions" that:
 - (a) Are caused, in whole or in part, from the negligent performance of any "covered operations" by or on behalf of the "named insured"; and
 - (b) Commenced subsequent to the execution of the "insured contract"; and
- (2) The "bodily injury", "property damage" or "environmental damage" does not arise out of any "pollution conditions", or any incident, condition or other circumstance which could become a "pollution condition", that was known, or reasonably should have been known, by the person or organization the "named insured" agreed to indemnify or by any of that organization's employees, and that was not previously disclosed to a "responsible person" prior to the execution of the "insured contract".

e. Controlled Property

- (1) "Loss" arising out of any "pollution conditions" which commence at, on or in any premises, site or location that is or was at any time owned, rented or occupied by, or loaned to, any "named insured".
- (2) "Loss" because of "property damage" to, or "loss" that is "pollution clean-up costs" or "emergency response costs" for:
 - (a) Any premises, site or location that is or was at any time owned, rented or occupied by, or loaned to, any "named insured"; or
 - (b) Personal property in the care, custody or control of any "named insured".

Paragraphs (1) and (2)(a) of this exclusion do not apply if such premises, site or location is temporarily rented or occupied by, or temporarily loaned to, the "named

insured" exclusively for any job site where "covered operations" are being performed.

f. Damage To Any Named Insured's Work

"Loss" because of "property damage" to any "named insured's work" arising out of it or any part of it.

g. Dishonest, Fraudulent, Criminal Or Malicious Acts Or Omissions

"Loss" arising out of any dishonest, fraudulent, criminal or malicious act or omission committed by or at the direction of:

- (1) Any "insured"; or
- (2) Anyone for whose acts any "insured" is legally responsible.

This exclusion does not apply to any "insured" who neither:

- (1) Participated in committing, or directed the committing of, any such act or omission; nor
- (2) Had knowledge of any such act or omission.

h. Employers Liability

"Loss" because of "bodily injury" to:

- (1) Any "employee" of the "insured", or its parent corporation, subsidiary or affiliate, arising out of and in the course of:
 - (a) Employment by the "insured", or its parent corporation, subsidiary or affiliate; or
 - (b) Performing duties related to the conduct of the "insured's" business, or its parent corporation's, subsidiary's or affiliate's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that "employee", described in Paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to the "tort liability" of another to pay "loss" because of "bodily injury"

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incurred by others, if the "named insured" has assumed such liability under an "insured contract", but only if:

- (1) The "bodily injury" is caused by "pollution conditions" that result, in whole or in part, from the negligent performance of any "covered operations" by or on behalf of the "named insured";
- (2) The "bodily injury" does not arise out of any "pollution conditions", or any incident, condition or other circumstance which could become a "pollution condition", that was known, or reasonably should have been known, by the person or organization the "named insured" agreed to indemnify or by any of that organization's employees, and that was not previously disclosed to a "responsible person" prior to the execution of the "insured contract"; and
- (3) The "bodily injury" results from "pollution conditions" that commenced subsequent to the execution of the "insured contract".

i. Express Warranties Or Guarantees

"Loss" arising out of any express warranty or guarantee, including any such warranty or guarantee that:

- (1) Is made in bid preparations or specifications for all or part of a project; or
- (2) Involves the cost, timing or schedule, quality, revenue or use, or performance of, or for, all or part of a project.

This exclusion does not apply to "loss" for which the "insured" would have liability without the express warranty or guarantee.

j. Fines, Penalties, Liquidated Or Multiplied Damages Or Injunctive Relief

- (1) Any fine or penalty assessed or imposed against any "insured" by law, including any federal, state, provincial, tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive. Punitive or exemplary damages will be deemed to not be a fine or penalty, if such damages are insurable under the law that applies.
- (2) The portion of any liquidated damages that exceeds the amount for which the "insured" would

have liability without the agreement to pay liquidated damages.

- (3) The portion of any statutory multiplied damage award that exceeds the amount that is multiplied.
- (4) Any injunctive relief required by, or any cost or expense to comply with, any law, including any federal, state, provincial, tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive.

Paragraph (4) of this exclusion does not apply to "pollution clean-up costs" or "emergency response costs".

k. Fungi Or Bacteria

- (1) "Loss" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "loss". This paragraph does not apply to "bodily injury" arising out of a bacterial infection which develops in connection with physical harm to the person sustaining the "bodily injury", if such physical harm is not excluded by this exclusion and a "claim" is made against the "insured" for such physical harm.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "fungi" or bacteria by any "insured" or by any other person or organization.

l. Insured's Internal Expenses

Expenses incurred by any "insured" for any service performed by any of the "insured's" "employees".

This exclusion does not apply to:

- (1) "Emergency response costs"; or
- (2) Expenses incurred with the "company's" prior written consent.

m. Intentional Non-compliance

"Loss" arising out of any intentional, knowing, willful or deliberate disregard of, or non-compliance with, any law, including any federal, state, provincial,

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tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive, committed by or at the direction of:

- (1) Any "insured"; or
- (2) Anyone for whose acts any "insured" is legally responsible.

This exclusion does not apply to any "insured" who neither:

- (1) Participated in committing, or directed the committing of, such disregard or non-compliance; nor
- (2) Had knowledge of such disregard or non-compliance.

n. Named Insured's Product

"Loss" arising out of any "named insured's product" or any part of it.

This exclusion does not apply to "loss" arising out of the "named insured's product", or any part of it, that is any material, part or equipment furnished as part of any "named insured's work".

o. Owned And Non-Owned Disposal Sites

"Loss" arising out of "pollution conditions" on, at, under or migrating from any "owned disposal site" or "non-owned disposal site".

p. Previously Known Conditions

"Loss" arising out of:

- (1) "Pollution conditions"; or
- (2) Any "pollution conditions" in a series of continuous, repeated or related "pollution conditions";

if any of the "pollution conditions" in Paragraph (1) or (2) above commenced, and were known, or reasonably should have been known, by a "responsible person", before the beginning date from which the "company", or any of its affiliated insurance companies, has continuously provided any "Contractors Pollution Liability Coverage" to any "named insured". If there was no such coverage provided by such insurer immediately prior to this policy, that beginning date is the first day of the "policy period".

q. Radioactive Or Nuclear Material

- (1) "Loss" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any "radioactive or nuclear material".

- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "radioactive or nuclear material" by any "insured" or by any other person or organization.

This includes:

- (1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (2) Any obligation to:
 - (a) Share such "loss" with or repay someone else who must pay such "loss"; or
 - (b) Share such loss, cost or expense with or repay someone else who must pay such loss, cost or expense.

If a Low-Level Radioactive Waste Coverage For Contractors Pollution Liability endorsement is issued by the "company" as part of this policy, this exclusion does not apply to "low-level radioactive waste".

r. Unnamed Newly Acquired Organization

"Loss" arising out of the conduct of any organization:

- (1) That is not a "named insured"; and
- (2) That any "named insured" acquires during the "policy period".

s. Unnamed Partnership, Joint Venture Or Limited Liability Company

"Loss" arising out of the conduct of any current or past partnership, joint venture or limited liability company that is not a "named insured".

This exclusion does not apply:

- (1) To the extent such organization qualifies as an "insured" under Paragraph d. of the definition of "insured"; or
- (2) To any "named insured's" liability for its performance of "covered operations" in the conduct of the business of such current or past partnership, joint venture or limited liability company if such "named insured" would have been covered for the "loss" by other pollution liability insurance issued to such partnership, joint venture

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or limited liability company but is not only because:

- (a) Such "loss" is because of "bodily injury", "property damage" or "environmental damage" that occurred after the expiration of such insurance; or
- (b) The "claim" was first made against such "named insured" or was first reported to the company providing that insurance after the expiration of such insurance and any extended reporting period applicable to such insurance.

t. War

"Loss" arising out of:

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

u. Workers Compensation Or Other Benefits Laws

Any obligation that the "insured" has under any:

- (1) Workers compensation law;
- (2) Disability benefits law;
- (3) Unemployment compensation law; or
- (4) Similar law.

5. Right To Appeal A Judgment – Coverage B

The "company" will have the right to appeal a judgment that:

- a. Includes "loss" to which this insurance applies;
- b. Is awarded in a "claim" for which the "company" defends an "insured"; and
- c. Is awarded against the "insured".

If the "company" appeals a judgment that it does not have a duty to appeal, the "company" will pay all of the following that result directly from that appeal:

- a. All expenses the "company" incurs; and

- b. All reasonable expenses, other than the cost of any required appeal bond, incurred at the "company's" request by the "insured" to assist the "company" with the appeal, including, only if the "insured" is an individual, actual loss of earnings up to \$500 a day by that individual because of time taken off from work.

These payments will not reduce the limits of insurance. An appeal that results in a judgment in excess of the applicable limit of insurance will not change the applicable limit of insurance.

The "company's" duty to make such payments ends when the "company" has used up the applicable limit of insurance in the payment of:

- a. "Loss" or "defense expenses" under Coverage A;
- b. "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or
- c. "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

SECTION II – LIMITS OF INSURANCE

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

- a. "Insureds";
- b. "Claims" made or "emergency response costs" losses incurred;
- c. Persons or organizations making "claims"; or
- d. "Covered operations".

- 2. The Aggregate Limit is the most the "company" will pay for the sum of all:

- a. "Loss" and "defense expenses" under Coverage A;
- b. "Loss" and "defense expenses" under Pollution Legal Liability in Coverage B; and
- c. "Loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

for the combined total of all "claims" and "emergency response costs".

If no amount is shown for the Aggregate Limit in the Declarations, the Aggregate Limit will be the highest of the Each

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Act, Error Or Omission Limit, the Each Pollution Condition Limit or \$200,000.

3. Subject to Paragraph 2. above, the Aggregate Limit For Emergency Response Costs is the most the "company" will pay for all "loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B for the combined total of all such costs and expenses.
4. Subject to Paragraph 2. above, the Each Act, Error Or Omission Limit is the most the "company" will pay for the sum of all "loss" and "defense expenses" under Coverage A for all "claims" for "loss" caused by:
 - a. The same act, error or omission; or
 - b. "Related acts, errors or omissions".
5. Subject to Paragraph 2. above, the Each Pollution Condition Limit is the most the "company" will pay for the sum of all:
 - (1) "Loss" and "defense expenses" under Pollution Legal Liability in Coverage B; and
 - (2) "Loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

arising out of the same "pollution conditions" or continuous, repeated or related "pollution conditions".

The Each Pollution Condition Limit is further subject to Paragraph 3. above for "loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B.

SECTION III – DEDUCTIBLES

1. The deductibles shown in the Declarations and the rules below fix the amount of:
 - a. "Loss" and "defense expenses" under Coverage A;
 - b. "Loss" and "defense expenses" under Pollution Legal Liability in Coverage B; and
 - c. "Loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

incurred by or on behalf of the "insured" that the "named insured" must pay regardless of the number of:

 - a. "Insureds";

- b. "Claims" made or "emergency response costs" losses incurred;
- c. Persons or organizations making "claims"; or
- d. "Covered operations".

2. The Each Act, Error Or Omission Deductible applies to all "loss" and "defense expenses" under Coverage A for all "claims" for "loss" caused by:

- a. The same act, error or omission; or
- b. "Related acts, errors or omissions".

However, the "company" will reduce the Each Act, Error Or Omission Deductible by 50%, up to a maximum reduction of \$25,000, if all "claims" subject to the Each Act, Error Or Omission Deductible are settled during an "agreed mediation".

3. The Each Pollution Condition Deductible applies to all:

- a. "Loss" and "defense expenses" under Pollution Legal Liability in Coverage B; and
- b. "Loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

arising out of the same "pollution conditions" or continuous, repeated or related "pollution conditions".

However, for "loss" and "defense expenses" under Pollution Legal Liability in Coverage B, the "company" will reduce the Each Pollution Condition Deductible by 50%, up to a maximum reduction of \$25,000, if all "claims" subject to the Each Pollution Condition Deductible are settled during an "agreed mediation".

4. If the:
 - a. Each Act, Error Or Omission Deductible; and
 - b. Each Pollution Condition Deductible;

both apply to the same "claim", the most the "named insured" will be responsible for paying for "loss" and "defense expenses" within those deductibles is the amount of the Each Act, Error Or Omission Deductible or the Each Pollution Condition Deductible, whichever is more.
5. The applicable limits of insurance will not be reduced by the amount of any "loss" or "defense expenses" within any deductible amount.

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6. The provisions of this policy that apply to Coverage **A** and to Coverage **B** apply irrespective of the application of any deductible amount, including those provisions with respect to:
 - a. The "company's" right and duty to defend "claims"; and
 - b. The "insured's" duties in the event of an act, error, omission, "pollution conditions" or a "claim".
7. If the "company" pays any "loss" or "defense expenses" that are subject to a deductible, the "named insured" agrees to promptly reimburse the "company" for any deductible amount paid by the "company".
8. If the "named insured" fails to reimburse the "company" for any deductible amount and the "company" is awarded that deductible amount, or any part of that amount, in any legal proceeding against the "named insured", the "named insured" agrees to reimburse the "company" for the following, in addition to that deductible amount, as incurred:
 - a. "Deductible recovery expenses"; and
 - b. Interest, from the date of the "company's" notice of payment to the "named insured", on the deductible amount awarded to the "company".

SECTION IV – EXTENDED REPORTING PERIODS – COVERAGE A

1. The "company" will provide a Basic Extended Reporting Period for Coverage **A**, if that coverage is canceled or nonrenewed for any reason except:
 - a. Nonpayment of premium; or
 - b. Material misrepresentation or fraud.

The "company's" quotation of different terms and conditions for a renewal policy does not constitute cancellation or nonrenewal. Such Basic Extended Reporting Period is automatically provided without an additional charge. Such Basic Extended Reporting Period commences at the end of the "policy period" and expires 60 days after the end of the "policy period". However, such Basic Extended Reporting Period does not apply to "claims" for which a defense is provided for the "insured" under any future insurance purchased by any "named insured", or for which a defense would be provided for the "insured" under such future insurance but for the exhaustion of the applicable limit of insurance of that future insurance.

2. The "company" will provide an Optional Extended Reporting Period for Coverage **A**, as described below, if that coverage is cancelled or nonrenewed for any reason except:
 - a. Nonpayment of premium; or
 - b. Material misrepresentation or fraud.

The "company's" quotation of different terms and conditions for a renewal policy does not constitute cancellation or nonrenewal.

3. An Optional Extended Reporting Period for Coverage **A** of a length offered by the "company" is available for purchase by the "First Named Insured" at an additional charge, but is provided only if specifically added by endorsement issued by the "company" as part of this policy. The following provisions apply to such Optional Extended Reporting Period:
 - a. The length of such Optional Extended Reporting Period offered by the "company" will not be less than 12 months. Such Optional Extended Reporting period replaces the Basic Extended Reporting Period for Coverage **A**.
 - b. Such Optional Extended Reporting Period will not go into effect unless the "company" receives all of the following within 60 days after the end of the "policy period" and the "named insured" has fulfilled all other duties and complied with all other conditions and requirements under this policy:
 - (1) A written request from the "First Named Insured" to purchase the Optional Extended Reporting Period Endorsement for Coverage **A**;
 - (2) Full payment of the earned premium for this policy;
 - (3) Payment of the additional premium for the Optional Extended Reporting Period Endorsement for Coverage **A**; and
 - (4) Repayment of any deductible owed under this policy.
 - c. The amount of the additional premium charged by the "company" for the Optional Extended Reporting Period Endorsement for Coverage **A** differs depending on the length of such Optional Extended Reporting Period. For an Optional Extended Reporting Period for Coverage **A** of 12 months, the additional premium will not exceed 75% of the annual premium for the last year of the "policy period" of this policy.

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4. Extended reporting periods for Coverage A do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" for "loss" caused by an act, error or omission committed before the end of the "policy period" and on or after the Retroactive Date For Contractors Professional Liability Coverage.
5. The extended reporting periods for Coverage A do not reinstate or increase the limits of insurance.
6. Once in effect, the extended reporting periods for Coverage A may not be canceled.

SECTION V – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve the "company" of its obligations under this policy. However, this provision does not delete or amend any Bankruptcy Or Insolvency exclusion in this policy.

2. Cancellation

- a. The "First Named Insured" may cancel all or part of this policy by mailing or delivering in advance to the "company" written notice of cancellation stating the effective date of the cancellation.
- b. The "company" may cancel all or part of this policy by mailing or delivering to the "First Named Insured" written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if the cancellation is for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if the cancellation is for any other reason.
- c. The "company" will mail or deliver its notice of cancellation to the "First Named Insured's" last mailing address known to the "company".
- d. The "company's" notice of cancellation will state the effective date of the cancellation, which will become the end of the "policy period". If part of this policy is cancelled, that date will become of the end of the "policy period" as respects that part of the policy only.
- e. If all or part of this policy is cancelled, the "company" will send the "First Named Insured" any premium refund due. If the "company" cancels all or part of this policy, the refund will be pro rata. If the "First Named Insured" cancels all

or part of this policy, the refund may be less than pro rata. The refund will be made by the "company" as soon as practicable. However, the cancellation will be effective even if the "company" has not made or offered the refund.

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

3. Changes

This policy contains all the agreements between the "company" and the "named insured" concerning the insurance afforded. Only the "First Named Insured" may request changes to this policy. This policy can be amended only with the "company's" consent and only by endorsement issued by the "company" as part of this policy.

4. Duties In The Event Of A Claim For Foreign Coverage A Loss

In the event of a "claim" for "foreign Coverage A loss" made against a "foreign insured organization" or any other "insured" for whom such "foreign insured organization" is liable, the "First Named Insured" must:

- a. Arrange to investigate and defend such "claim";
- b. Notify the "company" in writing in advance of any proposed settlement of such "claim"; and
- c. Comply with all other conditions of this insurance as if such "claim" were made against any "insured" that is not a "foreign insured organization".

5. Duties In The Event Of A Claim For, Or Pollution Conditions That May Result In, Foreign Coverage B Loss

In the event of a "claim" for "foreign Coverage B pollution legal liability loss" made against a "foreign insured organization" or any other "insured" for whom such "foreign insured organization" is liable, the "First Named Insured" must:

- a. Arrange to investigate and defend such "claim";
- b. Notify the "company" in writing in advance of any proposed settlement of such "claim"; and
- c. Comply with all other conditions of this insurance as if such "claim" were made any "insured" that is not a "foreign insured organization".

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In the event of "pollution conditions" that may result in a "foreign Coverage B emergency response costs loss" incurred by or on behalf of a "foreign insured organization", the "First Named Insured" must comply with all conditions of this insurance as if such "foreign coverage B emergency response costs loss" were incurred by or on behalf of any "named insured" that is not a "foreign insured organization".

6. Examination Of Books And Records

The "company" may examine and audit any "named insured's" books and records at any time:

- a. During the "policy period"; or
- b. Up to three years after the end of the "policy period".

7. Inspections And Surveys

- a. The "company" has the right to:
 - (1) Make inspections and surveys and interview "employees" of any "insured" at any time;
 - (2) Provide reports to any "named insured" on the conditions found; and
 - (3) Recommend changes.
- b. The "company" is not obligated to make any inspections, surveys, reports or recommendations, and any such actions taken relate only to insurability and the premiums charged. The "company" does not make safety inspections or undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The "company" also does not warrant that conditions, property or operations:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. The "named insured" agrees to provide the "company" with:
 - (1) Access to the locations where "covered operations" or the "named insured's" contractor professional services" are being or have been performed; and
 - (2) Records pertaining to the "covered operations", the "named insured's" contractor professional services", and access to employees and other appropriate personnel or representatives, that are necessary for the "company" to conduct such inspections and surveys.

- d. Paragraphs a. and b. above apply to the "company" and any rating, advisory, rate service, technical consulting or similar organization which makes insurance inspections, surveys, reports or recommendations.

8. Insured's Duties In The Event Of An Act, Error, Omission Or Claim – Coverage A

- a. The "insured", as a condition precedent to any rights under this policy, must notify the "company" in writing as soon as practicable of an act, error or omission which may result in a "claim" under Coverage A. To the extent possible, notice should include:
 - (1) How, when and where the act, error or omission was committed;
 - (2) The names and addresses of each "insured" that committed the act, error or omission;
 - (3) The names and addresses of any persons or organizations sustaining "loss", and the names and addresses of any witnesses; and
 - (4) The nature and location of the act, error or omission, and a description of any "loss" that may result from the act, error or omission.
- b. The "insured", as a condition precedent to any rights under this policy, must notify the "company" in writing of any "claim" under Coverage A as soon as practicable. The "insured" must:
 - (1) Immediately record the specifics of the "claim" and the date received;
 - (2) Immediately send the "company" copies of any demands, notices, summonses or legal papers received in connection with the "claim"; and
 - (3) To the extent possible, provide the names and addresses of any persons or organizations sustaining "loss", and the names and addresses of any witnesses.
- c. The "insured" must:
 - (1) Authorize the "company" to obtain records and other information;
 - (2) Cooperate with the "company" in the investigation of the act, error or omission, or the settlement of, or the defense against, the "claim"; and

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(3) Assist the "company", upon the "company's" request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of "loss" or "defense expenses" to which Coverage **A** of this policy may also apply.

d. No "insured" may:

- (1) Make or authorize an admission of liability for;
- (2) Settle or attempt to settle; or
- (3) Voluntarily make a payment or incur any expenses, other than for first aid, for;

any "claim" under Coverage **A** without the prior written consent of the "company".

e. The following provision applies to Paragraphs **a.** and **b.** above, but only for the purposes of the insurance provided under Coverage **A** of this policy to the "named insured" or any "insured" other than any additional insured added by endorsement to Coverage **A**:

Notice to the "company" of such act, error, omission or "claim" must be given as soon as practicable only after any "responsible person" becomes aware of the act, error, omission or "claim".

9. Insured's Duties In The Event Of Pollution Conditions Or A Claim – Coverage **B**

a. The "insured", as a condition precedent to any rights under this policy, must notify the "company" in writing of any "claim" under Pollution Legal Liability in Coverage **B** as soon as practicable. The "insured" must:

- (1) Immediately record the specifics of the "claim" and the date received;
- (2) Immediately send the "company" copies of any demands, notices, summonses or legal papers received in connection with the "claim"; and
- (3) To the extent possible, provide the names and addresses of any persons or organizations sustaining "bodily injury" or "property damage" resulting from, or incurring "pollution clean-up costs" for, the "pollution conditions" involved in the "claim", and the names and addresses of any witnesses.

b. The "named insured", when notifying the "company" in writing of any "pollution conditions" and "emergency response costs" under Emergency Response Costs For Pollution in Coverage **B**, must, to the extent possible, include:

- (1) The identity of the "named insured" providing notice, including contact information regarding the handling of the "pollution conditions";
- (2) Which "covered operations" are involved;
- (3) The nature, cause and timing of the "pollution conditions";
- (4) What actions the "named insured" has taken to respond to or mitigate the "pollution conditions" or to report the "pollution conditions" to others; and
- (5) What costs have been incurred by or on behalf of the "named insured" to respond to or mitigate the "pollution conditions".

c. The "insured" must:

- (1) Authorize the "company" to obtain records and other information;
- (2) Cooperate with the "company" in the investigation of the "pollution conditions", or the settlement of, or the defense against, the "claim" or obligation;
- (3) For "emergency response costs" under Emergency Response Costs For Pollution in Coverage **B**, provide all reports, data, invoices and any other documents relating to such costs; and
- (4) Assist the "company", upon the "company's" request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of "loss" or "defense expenses" to which Coverage **B** of this policy may also apply.

d. No "insured" may:

- (1) Make or authorize an admission of liability for;
- (2) Settle or attempt to settle; or
- (3) Voluntarily make a payment or incur any expenses, other than for first aid, for;

any "claim" under Pollution Legal Liability in Coverage **B** without the prior written consent of the "company".

- e. No "insured" may retain any consultants or incur any "pollution clean-up costs" without the prior written consent of the "company", except for "emergency response costs" under Emergency Response Costs For Pollution in Coverage **B**.
- f. Upon discovery of "pollution conditions", the "named insured" must take reasonable steps to mitigate any "bodily injury," "property damage" or "pollution clean-up costs" and comply with applicable "environmental laws". If, in the sole judgment of the "company", the "named insured" fails to take such reasonable steps, the "company" shall have the right, but not the duty, to do so on the "insured's" behalf. In that event, any "pollution clean-up costs" incurred by the "company" will be deemed incurred by the "insured", and will be subject to the deductible and limits of insurance of this policy.

10. International Condition – Currency

- a. Payments for premiums and deductible amounts made to the "company" will be in the currency of the United States of America unless the "company" agrees that these payments may be made in a different currency.
- b. Payments for "loss" and "defense expenses" will be in the currency of the United States of America. At the "company's" sole option, the "company" may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

11. Legal Action Against The Company

No person or organization has a right under this policy:

- a. To join the "company" as a party or otherwise bring the "company" into a legal action asking for "loss" against any "insured";
- b. To bring a legal action against the "company" under this policy unless all terms of this policy have been fully complied with; or

- c. To bring a legal action against the "company" to recover "loss" unless the "insured's" obligation to pay such "loss" has been fully determined either by a final judgment or by written agreement of the "company", the "insured" and the claimant, but the "company" will not be liable for any "loss" that is not payable under the terms of this policy or that is in excess of the applicable limit of insurance.

12. Other Insurance

- a. Coverage **A** of this insurance is excess over any valid and collectible other insurance that is available to the "insured" for "loss" covered under Coverage **A** of this policy, whether such other insurance is primary, excess, contingent or on any other basis.
- b. Under Coverage **A**, the "company" will have no duty to defend the "insured" against any "claim" if any provider of other insurance has a duty to defend the "insured" against that "claim". But the "company" will have the right to associate in the defense and control of any "claim" that the "company" reasonably believes is likely to involve the insurance provided by Coverage **A** of this policy. If no provider of other insurance defends any "claim" for "loss" to which the insurance provided by Coverage **A** applies, the "company" will undertake to do so, but the "company" will be entitled to the "insured's" rights against all those providers of other insurance.
- c. The "company" will pay under Coverage **A** only the "company's" 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 Coverage **A** of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all such other insurance.
- d. If valid and collectible other insurance is available to the "insured" for a loss covered under Coverage **B** of this policy, the "company's" obligations are limited as described in Paragraphs **e.**, **f.**, **g.** and **h.** below.
- e. Coverage **B** of this insurance is primary except when Paragraph **f.** below applies. When Coverage **B** of this insurance is primary:

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- (1) If any other insurance is issued to any "named insured" by the "company", or any of its affiliated insurance companies, Coverage **B** of this insurance is primary to such other insurance, and the "company" will not share with that other insurance; and
 - (2) If any other insurance not described in Paragraph (1) above is also primary, the "company" will share with all that other insurance as follows:
 - (a) If all of the other insurance permits contribution by equal shares, the "company" will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.
 - (b) If any of the other insurance does not permit contribution by equal shares, the "company" will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.
- f. Coverage **B** of this insurance is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, or contingent or on any other basis:
- (1) That only covers one or more projects specifically described in it. This paragraph does not apply to any other insurance that is available to any person or organization that is an "insured" under Paragraph **d.** of the definition of "insured";
 - (2) That is available to the "insured" when the "insured":
 - (a) Is added as an additional insured by attachment of an endorsement under the other insurance; or
 - (b) Is any other insured that is not a named insured under the other insurance; or
 - (3) That is available to any person or organization that is an "insured" under Paragraph **d.** of the definition of "insured". However, if the "named insured" specifically agrees in a written contract or agreement that the insurance provided to such person or organization must apply on a primary basis, or a primary and non-contributory basis, Coverage **B** of this insurance is primary to other insurance that is available to such person or organization which covers that person or organization as a named insured, and the "company" will not share with that other insurance. Coverage **B** of this insurance still is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, contingent or on any other basis, that is available to such person or organization which covers that person or organization as:
- (a) An additional insured by attachment of an endorsement under the other insurance; or
 - (b) Any other insured that is not a named insured under the other insurance.
- g. When Coverage **B** of this insurance is excess, the "company" will have no duty to defend the "insured" against any "claim" if any provider of other insurance has a duty to defend the "insured" against that "claim". But the "company" will have the right to associate in the defense and control of any "claim" that the "company" reasonably believes is likely to involve the insurance provided by Coverage **B** of this policy. If no provider of other insurance defends any "claim" for "loss" to which the insurance provided by Coverage **B** of this policy applies, the "company" will undertake to do so, but the "company" will be entitled to the "insured's" rights against all those providers of other insurance.
- h. When Coverage **B** of this insurance is excess, the "company" will pay under Coverage **B** only the "company's" 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 Coverage **B** of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all such other insurance.
- i. As used anywhere in this policy, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) The "company" or any of its affiliated insurance companies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the "insured" will be deemed to be the provider of other insurance; or
- (5) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that any "named insured" bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

13. Premiums

- a. The "First Named Insured":
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums the "company" pays.
- b. The premium shown in the Declarations may be an advance premium. If it is an advance premium, this policy will contain an endorsement that shows when and how the "company" will compute the earned premium.
 If the earned premium is greater than the advance premium, the "company" will send a bill to the "First Named Insured". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the earned premium is less than the advance premium, the "company" will return the excess to the "First Named Insured". However, if the earned premium is less than any minimum premium the "company" charged, the premium for this policy will never be less than such minimum premium.
- c. If the premium is an advance premium, the "First Named Insured" must keep records of the information the "company" needs for premium computation and must send the "company" copies of those records at such times as the "company" may request.

14. Prohibited Coverage - Trade Or Economic Sanctions.

The "company" will provide coverage for any "loss", or otherwise will provide

any benefit, only to the extent that providing such coverage or benefit does not expose the "company" or any of the "company's" affiliated or parent companies to:

- a. Any trade or economic sanction under any law or regulation of the United States of America; or
- b. Any other applicable trade or economic sanction, prohibition or restriction.

15. Prohibited Coverage - Unlicensed Insurance

- a. With respect to "loss" sustained by any "insured" located in a country or jurisdiction in which the "company" is not licensed to provide this insurance, this insurance does not apply to the extent that insuring such "loss" would violate the laws or regulations of such country or jurisdiction.
- b. The "company" does not assume responsibility for:
 - (1) The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because the "company" is not licensed to provide insurance in such country or jurisdiction; or
 - (2) The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which the "company" is not licensed to provide insurance.

16. Representations

By accepting this policy, the "named insured" agrees that:

- a. All statements in the Declarations are accurate and complete;
- b. All such statements are based upon representations made by the "First Named Insured";
- c. All statements and representations made in the application for this policy, including all information provided with the application for this policy, are accurate and complete; and
- d. The "company" has issued this policy in reliance upon all such statements and representations.

17. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the "First Named Insured", this insurance

applies:

- a. As if each "named insured" were the only "named insured"; and
- b. Separately to each "insured" against whom a "claim" is made.

18. Transfer Of Control Of Defense

If the available limits of insurance are used up, the "company" will notify the "First Named Insured" in writing of all outstanding "claims" so that the "named insured" can arrange to take control of the defense. Before the available limits of insurance are used up, the "named insured" may take over control of the defense of any outstanding "claim" only if the "company" agrees that the "named insured" may take over such defense.

The "company" will take whatever steps are necessary during a transfer of control of defense of an outstanding "claim" to continue that defense and avoid a default judgment during such transfer. The "named insured" agrees to repay the reasonable expenses incurred by the "company" for such steps taken after the available limit of insurance is used up. When the "company" takes such steps, the "named insured" agrees that the "company" does not give up any rights.

19. Transfer Or Assignment Of This Policy

This policy may not be transferred or assigned, except with the written consent of the "company", or in the case of death of a "named insured" that is an individual.

If such "named insured" dies, that "named insured's" rights and duties will be transferred to his or her legal representative but only while acting within the scope of duties as such legal representative. Until such legal representative is appointed, anyone having proper temporary custody of such "named insured's" property will have that "named insured's" rights and duties but only with respect to that property.

20. Transfer Of Rights Of Recovery Against Others To The Company

If the "insured" has rights to recover from others all or part of any payment the "company" has made under this policy in connection with a "claim", those rights are transferred to the "company". The "insured" must do nothing after the loss to impair them. At the "company's" request, the "insured" will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will help the "company" enforce them.

The "company" will apply any amounts recovered in enforcing those rights of recovery in the following order until the total amount recovered is used up:

- a. The "company" will reimburse any person or organization, including the "company" or the "insured", any amount that person or organization has paid in excess of the limits of insurance.
- b. The "company" will retain an amount equal to the amount the "company" has paid under this policy in connection with the "claim".
- c. The "company" will pay to the "insured" any remaining portion, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the "insured" has agreed in a contract or agreement to waive that "insured's" right of recovery against any person or organization, the "company" waives the "company's" right of recovery against such person or organization, but only for payments the "company" makes for "loss":

- a. Caused by an act, error or omission committed subsequent to the execution of the contract or agreement; or
- b. Because of "bodily injury", "property damage" or "environmental damage" resulting from "pollution conditions" that commence subsequent to the execution of the contract or agreement.

SECTION VI – DEFINITIONS

1. "Agreed mediation":

- a. Means a voluntary and non-binding process that:
 - (1) Is agreed to by the "company"; and
 - (2) Involves a qualified professional mediator facilitating an attempted settlement of the "claim" between the "insured" and the person or organization making the "claim".

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- b. Does not include any mediation or alternative dispute resolution that is:
- (1) Ordered or imposed by a court; or
 - (2) Otherwise legally required.
2. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
3. "Bodily injury":
- a. Means any harm, including sickness or disease, to the health of a person and including death resulting therefrom.
 - b. Includes mental anguish, injury or illness, or emotional distress.
4. "Building information modeling services" means the creation, maintenance, use or modification of, or input into, any digital model or digital representation that is part of a computer assisted design or drafting system or program.
5. "Claim" means:
- a. For the purposes of Coverage A, a written demand alleging liability on the part of the "insured" for "loss" caused by an act, error or omission.
 - b. For the purposes of Coverage B, a written demand, notice, or assertion of a legal right, including a civil, or governmental administrative or regulatory proceeding, alleging liability on the part of the "insured" for "bodily injury", "property damage" or "pollution clean-up costs".
6. "Company" means the insurance company stated in the Declarations.
7. "Company's first coverage inception date" means the date stated in Item 4. of the Declarations, which is the beginning date from which the "company", or any of its affiliated insurance companies first provided to any "named insured" coverage under any Contractors Pollution Liability policy that requires the "bodily injury", "property damage" and "environmental damage" to occur during its policy period. If no "company's first coverage inception date" is stated in the Declarations, the "company's first coverage inception date" will be deemed to be the first day of the "policy period".
8. "Contractors Pollution Liability Coverage" means:
- a. Any of the following:
 - (1) Contractors Pollution Liability Coverage;
 - (2) Contractors Pollution Liability Coverage - Claims-Made; or
 - (3) Contractors Pollution Liability Protection - Claims-Made; or
 - b. Contractors Pollution Liability insurance that is part of any policy that provides Contractors Professional Liability coverage and Contractors Pollution Liability coverage.
9. "Contractors Professional Liability Coverage" means:
- a. Any of the following:
 - (1) Contractors Professional Liability And Indemnity Coverage - Claims-Made; or
 - (2) Contractors Professional Liability Protection - Claims Made; or
 - b. Contractors Professional Liability insurance that is part of any policy that provides Contractors Professional Liability coverage and Contractors Pollution Liability coverage.
10. "Coverage territory" means anywhere in the world.
11. "Covered operations" means operations performed for others by or on behalf of the "named insured" that are specifically listed in Item 5. of the Declarations.
12. "Deductible recovery expenses" means all fees, costs and expenses incurred by the "company" and its attorneys to recover a deductible amount in a legal proceeding brought by the "company" against the "named insured". But if the deductible amount awarded to the "company" is less than the full amount of the deductible payment the "company" sought, "deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment the "company" sought.
13. "Defense expenses":
- a. Means any of the following which can be directly allocated to a particular "claim" or "emergency response costs" loss:

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- (1) Fees, costs and expenses of attorneys or other authorized representatives where permitted, for legal services, whether by outside or staff representatives;
 - (2) Fees, costs and expenses of court or alternative dispute resolution proceedings and other specific items of expense, whether incurred by an outside vendor or by one of the "company's" employees, including:
 - (a) Expert testimony;
 - (b) Autopsy;
 - (c) Witnesses and summonses;
 - (d) Copies of documents such as birth and death certificates and medical treatment records;
 - (e) Surveillance or other professional investigations which are conducted as part of handling of a "claim" or "emergency response costs" loss; and
 - (f) Loss prevention and engineering services which are conducted as part of handling of a "claim" or "emergency response costs" loss;
 - (3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The "company" will not be the principal under these bonds and does not have to furnish these bonds;
 - (4) All reasonable expenses incurred at the "company's" request by the "insured" who is an individual to assist the "company" in the investigation or defense of the "claim" or "emergency response costs" loss, including actual loss of earnings of up to \$500 a day by that individual because of time taken off from work; or
 - (5) All costs taxed against the "insured" in the civil, or governmental administrative or regulatory proceeding, for that part of the judgment or order the "company" pays.
 - b. Does not include:
 - (1) The "company's" expenses, including salaries, overhead and traveling expenses of the "company's" employees, except for those fees, costs or expenses described in Paragraphs a.(1) or a.(2) above incurred while handling a "claim" or "emergency response costs" loss;
 - (2) Fees paid to independent claims professionals (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a "claim" so that a determination can be made of the cause or extent of, or responsibility for, "loss", including evaluation and settlement of "claims" to which this insurance applies;
 - (3) Any prejudgment interest awarded against the "insured"; or
 - (4) Any interest on a judgment that accrues after entry of the judgment.
14. "Emergency response costs" means reasonable and necessary expenses incurred by or on behalf of any "named insured" for actions taken within the first 72 hours after any "insured's" discovery of the "pollution conditions" to abate, remove or remediate "pollution conditions" in response to an imminent and substantial threat of "bodily injury" or an imminent and substantial threat to the environment.
15. "Employee":
 - a. Includes:
 - (1) A former or retired employee; and
 - (2) A "leased worker".
 - b. Does not include a "temporary worker".
16. "Environmental damage":
 - a. Means the harmful or damaging presence of "pollutants" that results in "pollution clean-up costs".
 - b. Does not include "property damage".
17. "Environmental laws" means any federal, state, provincial, tribal or local law, regulation or statute, or any governmental, judicial or administrative order or directive, governing liabilities or responsibilities of the "insured" with respect to "pollution conditions".
18. "Executive officer" means any person holding an officer position created by the charter, constitution, by-laws or any other similar governing document of a corporation or of any organization other than a partnership, joint venture or limited liability company.

19. "First Named Insured" means the first person or organization stated in Item 1. of the Declarations.

20. "Financial interest" means the insurable interest in a "foreign insured organization" because of:

- a.** Sole ownership of, or majority ownership interest in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;
- b.** Indemnification of, or an obligation to indemnify;
 - (1) Such "foreign insured organization" for a "foreign Coverage A loss", "foreign Coverage B pollution legal liability loss" or "foreign Coverage B emergency response costs loss"; or
 - (2) Any other "insured" for whom such "foreign insured organization" is liable for a "foreign Coverage A loss" or a "foreign Coverage B pollution legal liability loss"; or
- c.** An obligation to obtain insurance for such "foreign insured organization".

21. "Foreign Coverage A "loss" means:

- a.** "Loss" the "insured" is legally obligated to pay caused by an act, error, or omission to which Coverage A of this insurance would have applied;
- b.** "Defense expenses" that the "company" would have paid to defend the insured against any "claim" for "loss" that the "company" would have defended under - Coverage A; or
- c.** Payments described in Paragraph 4., Supplementary Payments - Coverage A, that the "company" would have made with respect to any "claim" against an "insured" that the "company" would have settled or defended;

but for the fact that such "insured" is located in any country or jurisdiction in which the "company" is not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

22. "Foreign Coverage B emergency response costs loss" means "loss" that is "emergency response costs" incurred by or on behalf of any "named insured" and to which Emergency Response Costs For Pollution in Coverage B of this insurance would have applied but for the fact that

such "named insured" is located in any country or jurisdiction in which the "company" is not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

23. "Foreign Coverage B pollution legal liability loss" means:

- a.** "Loss" the "insured" is legally obligated to pay:
 - (1) Because of "bodily injury" or "property damage"; or
 - (2) That is "pollution clean-up costs"; to which Pollution Legal Liability in Coverage B of this insurance would have applied; or
- b.** "Defense expenses" described in Paragraph 3., Defense - Coverage B, with respect to any "claim" against an "insured" that the "company" would have defended under Pollution Legal Liability in Coverage B; or

but for the fact that such "insured" is located in any country or jurisdiction in which the "company" is not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

24. "Foreign insured organization" means any organization that:

- a.** Is an "insured" under Coverage A, an "insured" under Pollution Legal Liability in Coverage B or a "named insured" under Emergency Response Costs For Pollution in Coverage B; and
- b.** Is located in a country or jurisdiction in which the "company" is not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

25. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

26. "Insured" means:

- a.** Any "named insured";
- b.** The "named insured's" legal representative if the "named insured" dies or if the "named insured" is declared mentally incompetent, but only with respect to duties as such. That representative will have all rights and duties of such "named insured"

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under this policy;

c. Only for the purposes of:

- (1) Coverage **A**, and only with respect to the conduct of the "named insured's" contractor business; and
- (2) Coverage **B**, and only with respect to the conduct of "covered operations" for the "named insured's" business;

the following persons or organizations:

- (1) The "named insured's" spouse, if such "named insured" is designated in the Declarations as an individual, but only with respect to a business of which:
 - (a) Such "named insured" is the sole owner; or
 - (b) Such "named insured" and spouse are the sole owners;
- (2) The "named insured's" partners, members and their spouses, if such "named insured" is designated in the Declarations as a partnership or joint venture;
- (3) The "named insured's" former or retired partners who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired partner, if such "named insured" is designated in the Declarations as a partnership, but only for their performance of duties under such contract or agreement;
- (4) The "named insured's" members, if such "named insured" is designated in the Declarations as a limited liability company;
- (5) The "named insured's" former or retired members who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired member, if such "named insured" is designated in the Declarations as a limited liability company but only for their performance of duties under such contract or agreement;
- (6) The "named insured's" managers, if such "named insured" is designated in the Declarations as a limited liability company, but only with respect to their duties as such "named insured's" managers;

- (7) The "named insured's" "executive officers" and directors, if such "named insured" is designated in the Declarations as an organization other than a partnership, joint venture, limited liability company, but only with respect to their duties as such "named insured's" "executive officers" or directors;

- (8) The "named insured's" stockholders, if such "named insured" is designated in the Declarations as an organization other than a partnership, joint venture, limited liability company, but only with respect to their liability as such "named insured's" stockholders; and

(9) Each of the following:

- (a) The "named insured's" "employees", other than either the "named insured's" managers (if it is a limited liability company) or the "named insured's" "executive officers" (if it is an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by such "named insured" or for their performance of duties related to the conduct of such "named insured's" business; and
- (b) The "named insured's" former or retired "employees" that such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired "employee" but only for the performance of duties under such contract or agreement.

However, none of these "employees" are "insureds" for:

- (a) "Loss" because of "bodily injury":
 - (i) To any "named insured", to any "named insured's" partners or members (if it is a partnership or joint venture), to any "named insured's" members (if it is a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of the "named insured's" business;

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(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that "employee", described in Paragraph (a)(i) above; or

(iii) For which there is any obligation to share "loss" with or repay someone else who must pay "loss" because of the injury described in Paragraphs (a)(i) or (ii) above; or

(b) "Property damage" to, or "pollution clean-up costs" for, property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

any "named insured" or any of its "employees", any "named insured's" partners or members (if it is a partnership or joint venture), or any "named insured's" members (if it is a limited liability company). For the purposes of Coverage A, this exclusion does not apply to "property damage" to any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where operations are being performed by or on behalf of the "named insured" that are part of the "named insured's" contractor business". For the purposes of Pollution Legal Liability in Coverage B, this exclusion does not apply to "property damage" to, or "pollution clean-up costs" for, any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where "covered operations" are being performed; and

d. Only for the purposes of Coverage B, any person or organization that enters into a written contract with the "named insured" in which such "named insured" agrees to:

(1) Perform work for that person or organization, or rent or lease from that person or organization equipment owned or leased by that person or organization; and

(2) Include that person or organization as an insured under this insurance.

However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up costs" arising out of:

(1) "Covered operations" performed for such person or organization; or

(2) Such "named insured's" operation, maintenance or use of such equipment while such "named insured" rents or leases it for "covered operations" of such "named insured";

and only to the extent that the "bodily injury", "property damage" or "environmental damage" results from, "pollution conditions" caused by acts or omissions of the "named insured" or any of the "named insured's" subcontractors.

No such person or organization is an "insured" for "bodily injury", "property damage" or "environmental damage" arising out of:

(1) "Pollution conditions" that commenced before the written contract was signed by the "named insured"; or

(2) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before the written contract was signed by the "named insured".

The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract, or the limits shown in the Declarations, whichever are less.

27. "Insured contract" means that part of any contract or agreement pertaining to "covered operations" under which the "named insured" assumes the "tort liability" of another to pay "loss" because of "bodily injury" or "property damage" sustained by others or "loss"

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that is "pollution clean-up costs" incurred by others.

28. "Leased worker":

- a. Means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
- b. Does not include a "temporary worker".

29. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft, watercraft or wheeled vehicle designed for travel on railroad tracks;
- b. While it is in or on an "auto", aircraft, watercraft or wheeled vehicle designed for travel on railroad tracks; or
- c. While it is being moved from an "auto", aircraft, watercraft or wheeled vehicle designed for travel on railroad tracks to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft, watercraft or wheeled vehicle designed for travel on railroad tracks.

30. "Loss " means:

- a. For the purposes of Coverage **A**:
 - (1) Compensatory damages; and
 - (2) Punitive or exemplary damages, if such damages are insurable under the law that applies,
- b. For the purposes of Pollution Legal Liability under Coverage **B**:
 - (1) Compensatory damages;
 - (2) Punitive or exemplary damages, if such damages are insurable under the law that applies,
 - (3) "Pollution clean-up costs";
 - (4) Prejudgment interest awarded against the "insured" on that part of the judgment which the "company" pays, which exceeds the applicable deductible and which is within the applicable limit of insurance. If the "company" makes an offer to pay the applicable limit of insurance, "loss" does not include any

prejudgment interest based on that period of time after the offer;

- (5) All interest on the full amount of any judgment that accrues after entry of the judgment and before the "company" has paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If the "company" does not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, "loss" does not include any interest that accrues on that portion of the judgment; and

- (6) The cost of any required appeal bond for any judgment that the "company" appeals, but only for bond amounts for that part of the judgment that is for "loss" to which Pollution Legal Liability coverage under Coverage **B** of this insurance applies and which is within the applicable limit of insurance. The "company" will pay, or reimburse the "insured" for, the cost of a higher appeal bond amount if the "company" is required to do so under the law that applies. The "company" will not be the principal under any appeal bond and does not have to furnish any appeal bond.

"Loss" because of "bodily injury" includes reasonable and necessary expenses incurred to perform medical monitoring for physical harm, including sickness or disease, to the health of a person.

- c. For the purposes of Emergency Response Costs For Pollution in Coverage **B**, "emergency response costs".

31. "Low-level radioactive waste" means low level radioactive waste as defined in Title 10 Code of Federal Regulations as of the first day of the "policy period".

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises any "named insured" owns or rents;
- c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers; or

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

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

33. "Named insured" means any person or organization stated in Item 1. of the Declarations.

34. "Named insured's contractor professional services":

a. Means any of the following services:

- (1) Architect, engineer or surveyor professional services.
- (2) Construction management services if the "named insured" has specifically agreed in a written contract to perform in the capacity of a construction manager.
- (3) Any other services described in an endorsement which replaces or adds to this definition, if any such endorsement is part of this policy.

b. Includes "building information modeling services" in connection with any of the services described in Paragraph **a.** above.

35. "Named insured's product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed by:
 - (a) Any "named insured";
 - (b) Others trading under any "named insured's" name; or
 - (c) A person or organization whose business or assets any "named insured" has acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any "named insured's product"; and
- (2) The providing of, or failure to provide, warnings or instructions.

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

36. "Named insured's work":

a. Means:

- (1) Work or operations performed by or on behalf of any "named insured"; and

Do not add this form to a policy. It is for informational use only.

- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any "named insured's work"; and

- (2) The providing of, or failure to provide, warnings or instructions.

37. "Natural resources" means land, fish, wildlife, biota, air, surface or ground water, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any foreign government, any Indian tribe or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

38. "Non-owned disposal site" means a premises, site or location that:

- a.** Is not, and was not at any time, owned or operated by any "insured";
- b.** Is located outside the boundaries of a job site where "covered operations" are being performed; and
- c.** Is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.

39. "Owned disposal site" means a premises, site or location that:

- a.** Is, or was at any time, owned or operated by any "insured";
- b.** Is located outside the boundaries of a job site where "covered operations" are being performed; and
- c.** Is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.

40. "Policy period" means the Policy Period shown in Item 2. of the Declarations. However, if this policy is canceled, the "policy period" ends on the effective date of the cancellation. If any applicable coverage is added by endorsement issued by the "company" as part of this policy, "policy period" for that coverage means the period in which such endorsement is in effect. If any coverage of this policy or any coverage added by endorsement is cancelled, the "policy period" for that coverage ends on the effective date of

the cancellation.

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

42. "Pollution clean-up costs":

a. Means:

(1) Reasonable and necessary expenses incurred for "pollution conditions" to test for, monitor, clean up, remove, contain, treat, dispose of, detoxify or neutralize, or assess the effects of, "pollutants" to the extent required by "environmental laws" governing the "pollution conditions"; and

(2) Reasonable and necessary expenses required to restore, repair or replace real or personal property of others to substantially the same condition as it was immediately before the "pollution conditions", if such property is damaged by or on behalf of the "insured" during the course of responding to "pollution conditions" by performing operations described in Paragraph (1) above.

b. Does not include any expenses incurred to perform medical monitoring for any "bodily injury".

43. "Pollution conditions" means the discharge, dispersal, seepage, migration, release or escape of "pollutants", provided that no part of such discharge, dispersal, seepage, migration, release or escape is expected or intended from the standpoint of the "insured".

44. "Professional services" includes:

a. Preparing, approving, or failing to prepare or approve:

(1) Maps, shop drawings, opinions, reports, surveys, field orders or change orders; or

(2) Drawings and specifications;

b. Any architectural, engineering or surveying activity;

c. Construction management services; and

d. Supervisory or inspection activities performed as part of any related architectural, or engineering or surveying activities or related construction management services.

Do not add this form to a policy. It is for informational use only.

45. "Property damage":

a. Means:

- (1) Physical damage to tangible property of others, including all resulting loss of use of that property and including diminished value of that property; or
- (2) Loss of use of tangible property of others that is not physically damaged.

b. Does not include "environmental damage".

For the purposes of this insurance:

a. "Natural resources" are tangible property; and

b. Electronic data is not tangible property.

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

46. "Radioactive or nuclear material" means:

a. Any radioactive material; and

b. Any of the following materials defined in the Atomic Energy Act of 1954 or any of its amendments:

- (1) Source material;
- (2) Special nuclear material; or
- (3) By-product material.

47. "Related acts, errors or omissions" means two or more acts, errors or omissions that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

48. "Responsible person" means any of the following:

a. The "named insured" or the "named insured's spouse (if the "named insured" is an individual);

b. Any person while he or she is:

- (1) Any "named insured's" partner or member, or his or her spouse, (if such "named insured" is a partnership or joint venture);

(2) Any "named insured's" manager (if such "named insured" is a limited liability company);

(3) Any "named insured's" "executive officer" or director (if such "named insured" is an organization other than a partnership, joint venture or limited liability company); or

(4) Any "employee" of any "named insured" who:

(a) Is or acts as the "named insured's" risk manager, or holds a position in the "named insured's" insurance, risk management or legal department;

(b) Is a manager or supervisor; or

(c) Is responsible for environmental health and safety, or environmental affairs, control or compliance at the "named insured's" job site, but such person is a "responsible person" only for the purposes of Coverage B; or

c. Any person while he or she is:

(1) A partner or member of any organization that is a partnership or joint venture;

(2) A manager of any organization that is a limited liability company;

(3) An "executive officer" or director of any organization other than a partnership, joint venture or limited liability company; or

(4) An "employee" of any of such organizations who:

(a) Is or acts as such organization's risk manager, or holds a position in such organization's insurance, risk management or legal department;

(b) Is a manager or supervisor; or

(c) Is responsible for environmental health and safety, or environmental affairs, control or compliance at such organization's job site, but such person is a "responsible person" only for the purposes of Coverage B;

Do not add this form to a policy. It is for informational use only.

if such organization is any "named insured's" partner or member (if such "named insured" is a partnership or joint venture) or manager (if such "named insured" is a limited liability company).

- 49.** "Temporary worker" means a person who is furnished to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 50.** "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

Do not add this form to a policy. It is for informational use only.

Oregon Workers' Compensation Certificate of Insurance



Certificate holder:

CITY OF MILWAUKIE
6101 SE JOHNSON CREEK BLVD.
MILWAUKIE, OR 97206

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured

Landis & Landis Construction LLC
PO Box 50
Marylhurst, Or 97036-0050

Producer/contact

SAIF Corporation
Jarren C Swazo
971.242.5782 jarswa@saif.com

Issued

07/24/2018

Policy

935585

Period

10/01/2017 to 10/01/2018

Limits of liability

| | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 each employee |
| Body Injury by Disease | \$1,000,000 policy limit |

Description of operations/locations/special items

2017 CLAY SEWER PIPE REPLACEMENT (CIP-2017-X10)

All Projects

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative

A handwritten signature in black ink, appearing to read "Kerry Barnett", is written over a horizontal line.

Kerry Barnett
President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/21/2018

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

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

| PRODUCER Propel Insurance Portland Commercial Insurance 805 SW Broadway, Suite 2300 Portland, OR 97205-3363 | CONTACT NAME: Misti Webb PHONE (A/C, No, Ext): 503 467-2806 FAX (A/C, No): 866 577-1326 E-MAIL ADDRESS: misti.webb@propelinsurance.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|--------------|--|--------------|---|--------------|---|--------------|--------------------|--|--------------------|--|
| INSURED Landis & Landis Construction, LLC PO Box 50 Marylhurst, OR 97036 | <table border="1"> <thead> <tr> <th data-bbox="815 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1437 478">INSURER A : The Phoenix Insurance Company</td> <td data-bbox="1437 451 1572 478">25623</td> </tr> <tr> <td data-bbox="815 478 1437 506">INSURER B : Travelers Property Casualty CoofAmerica</td> <td data-bbox="1437 478 1572 506">25674</td> </tr> <tr> <td data-bbox="815 506 1437 533">INSURER C : St. Paul Surplus Lines Ins Co.</td> <td data-bbox="1437 506 1572 533">30481</td> </tr> <tr> <td data-bbox="815 533 1437 560">INSURER D : Charter Oak Fire Insurance Company</td> <td data-bbox="1437 533 1572 560">25615</td> </tr> <tr> <td data-bbox="815 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="815 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : The Phoenix Insurance Company | 25623 | INSURER B : Travelers Property Casualty CoofAmerica | 25674 | INSURER C : St. Paul Surplus Lines Ins Co. | 30481 | INSURER D : Charter Oak Fire Insurance Company | 25615 | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : The Phoenix Insurance Company | 25623 | | | | | | | | | | | | | | |
| INSURER B : Travelers Property Casualty CoofAmerica | 25674 | | | | | | | | | | | | | | |
| INSURER C : St. Paul Surplus Lines Ins Co. | 30481 | | | | | | | | | | | | | | |
| INSURER D : Charter Oak Fire Insurance Company | 25615 | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|--------------|--------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CO8H851244 | 12/31/2018 | 12/31/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 WA Stop Gap \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 5L514867 | 12/31/2018 | 12/31/2019 | 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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP9G466830 | 12/31/2018 | 12/31/2019 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Pollution | | | 41N05190 | 12/31/2018 | 12/31/2019 | 2,000,000 |
| D | Leased & Rented | | | 6609H211841 | 12/31/2018 | 12/31/2019 | 455,000 |

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

Form schedules renewed as per attached expiring documents. Form schedule and forms will be replaced with current term schedule once policy is issued by carrier. Insurance regulations allow carriers 60 days to release policies. Certificates will be automatically updated and distributed as policies are received.

RE: CIP-2017-XI0 2017 CLAY SEWER PIPE REPLACEMENT.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| City of Milwaukie 10722 SE Main St Milwaukie, OR 97222-0000 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mue Mende</i> |
|--|---|

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POLICY NUMBER: DT-CO-8H851244-PHX-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-05-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

| | |
|----------------|--|
| IL T0 02 11 89 | COMMON POLICY DECLARATIONS |
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T0 01 01 07 | COMMON POLICY CONDITIONS |
| IL T0 03 04 96 | LOCATION SCHEDULE |
| IL T3 02 07 86 | CALCULATION OF PREMIUM-COMPOSITE RATE(S) |
| IL T8 00 | GENERAL PURPOSE ENDORSEMENT |

GENERAL LIABILITY - CONTRACTORS

| | |
|----------------|--|
| CG T0 01 11 03 | COML GENERAL LIABILITY COV PART DEC |
| CG D3 05 07 08 | DEDUCTIBLE LIABILITY INSURANCE |
| CG T0 07 09 87 | DECLARATIONS PREMIUM SCHEDULE |
| CG T0 08 11 03 | KEY TO DECLARATIONS PREMIUM SCHEDULE |
| CG T0 34 11 03 | TABLE OF CONTENTS |
| CG 00 01 10 01 | COMMERCIAL GENERAL LIABILITY COV FORM |
| CG D2 55 11 03 | AMENDMENT OF COVERAGE - POLLUTION |
| CG D4 20 07 08 | AMEND OTHER INS COND MEAN OTHER INS/INSR |
| CG D4 71 01 15 | AMEND COVERAGE B - PERS & ADV INJURY |
| GN 01 13 11 03 | EMPLOYERS OVERHEAD LIABILITY |
| CG D2 03 12 97 | AMEND-NON CUMULATION OF EACH OCC |
| CG D2 11 01 04 | DESIGNATED PROJECT(S) GEN AGGR LIMIT |
| CG D2 46 08 05 | BLANKET ADDITIONAL INSURED (CONTRACTORS) |
| CG D3 16 11 11 | CONTRACTORS XTEND ENDORSEMENT |
| CG D2 43 01 02 | FUNGI OR BACTERIA EXCLUSION |
| CG D2 88 11 03 | EMPLOYMENT-RELATED PRACTICES EXCLUSION |
| CG D2 93 11 03 | EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS |
| CG D3 22 01 04 | EXCLUSION-SUITS BY ONE NAMED INSURED |
| CG D3 26 10 11 | EXCLUSION - UNSOLICITED COMMUNICATION |
| CG D3 56 05 14 | MOBILE EQUIP REDEFINED-EXCL OF VEHICLES |
| CG D3 91 08 13 | EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS |
| CG D5 46 10 11 | EXCL - ARCHITECT/ENG/SURVEY PROF SERV |
| CG D6 18 10 11 | EXCL-VIOLATION OF CONSUMER FIN PROT LAWS |
| CG D7 46 01 15 | EXCL-ACCESS OR DISCL OF CONF/PERS INFO |
| CG D0 76 06 93 | EXCLUSION-LEAD |
| CG D1 42 01 99 | EXCLUSION-DISCRIMINATION |
| CG D2 04 06 01 | EXCL-EXTERIOR INSULATION & FINISH SYSTEM |
| CG D2 40 09 15 | EXCLUSION -SILICA OR SILICA-RELATED DUST |
| CG D2 42 01 02 | EXCLUSION WAR |
| CG T4 78 02 90 | EXCLUSION-ASBESTOS |
| CG T4 81 11 88 | EXC-HAZARD-CONNECTED DESIGNATED EXPOSURE |
| CG F4 66 01 08 | WASHINGTON CHANGES-WHO IS AN INSURED |
| CG T0 09 09 93 | EMPLOYEE BENEFITS LIAB COV PART DEC |
| CG T0 43 01 16 | EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS |
| CG T1 01 01 16 | EMPLOYEE BENEFITS LIABILITY COV FORM |
| CG F8 96 01 16 | OREGON CHANGES - EBL |



POLICY NUMBER: DT-CO-8H851244-PHX-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-05-18

INTERLINE ENDORSEMENTS

| | |
|----------------|--|
| IL T3 68 01 15 | FEDERAL TERRORISM RISK INS ACT DISCLOSE |
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL T4 14 01 15 | CAP ON LOSSES CERTIFIED ACT OF TERRORISM |
| IL 00 21 09 08 | NUCLEAR ENERGY LIAB EXCL END-BROAD FORM |
| IL 01 23 11 13 | WASHINGTON CHANGES - DEFENSE COSTS |
| IL 01 42 09 08 | OREGON CHANGES-DOMESTIC PARTNERSHIP |
| IL 02 79 09 08 | OR CHANGES-CANCELLATION AND NONRENEWAL |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b)** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c)** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d)** The additional insured must tender the defense and indemnity of any claim or "suit" to

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

5. The following definition is added to SECTION V.
– DEFINITIONS:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. 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. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
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PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

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

This exclusion does not apply to an aircraft that is:

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

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

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

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- 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.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

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

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

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

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

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

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

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

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

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

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

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

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

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

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

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

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

L. BLANKET WAIVER OF SUBROGATION

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

COMMERCIAL GENERAL LIABILITY

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

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE LIMIT
SHOWN ON THE DECLARATIONS

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

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



POLICY NUMBER: DT-810-8H851244-PHX-17

EFFECTIVE DATE: 12-31-17

ISSUE DATE: 01-08-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

| | |
|----------------|--|
| IL T0 02 11 89 | COMMON POLICY DECLARATIONS |
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T0 01 01 07 | COMMON POLICY CONDITIONS |
| IL T3 02 07 86 | CALCULATION OF PREMIUM-COMPOSITE RATE(S) |
| IL T8 00 | NAMED INSURED |
| IL T8 25 | GENERAL PURPOSE ENDORSEMENT |

COMMERCIAL AUTOMOBILE

| | |
|----------------|--|
| CA T0 01 02 15 | BA- COVERAGE PART DECS (ITEMS 1 & 2) |
| CA T0 03 02 15 | BA COVERAGE PART DECS (ITEMS 4 & 5) |
| CA T3 95 02 15 | DEDUCTIBLE COVERAGE |
| CA T0 30 02 16 | BA/AD/MC COV PART SUPPL SCH - ITEM TWO |
| CA T0 31 02 15 | TABLE OF CONTENTS-BUSINESS AUTO COV FORM |
| CA 00 01 10 13 | BUSINESS AUTO COVERAGE FORM |
| CA T4 59 02 15 | AMENDMENT OF EMPLOYEE DEFINITION |
| CA T4 74 02 16 | BLNKT ADDTL IND- PNC W/OTHER INS |
| CA 01 49 10 13 | OREGON CHANGES |
| CA 21 05 01 16 | OR UNINSURED MOTORISTS COV - BI |
| CA 21 87 10 13 | OR UM COVERAGE - PROP DAMAGE PP TYPES |
| CA 22 36 11 16 | OREGON PERSONAL INJURY PROTECTION |
| CA 99 03 10 13 | AUTO MEDICAL PAYMENTS COVERAGE |
| CA 99 16 10 13 | HIRED AUTOS SPECIF AS COV AUTOS YOU OWN |
| CA 99 48 10 13 | POLL LIAB-BUS AUTO/MOTOR CARRIER COV FRM |
| CA T3 53 02 15 | BUSINESS AUTO EXTENSION ENDORSEMENT |
| CA T4 45 04 09 | LOSS PAYABLE CLAUSE |
| CA T8 01 | POLLUTION LIABILITY |
| CA T8 02 | BLANKET ADDITIONAL INSURED |

INTERLINE ENDORSEMENTS

| | |
|----------------|--|
| IL T4 12 03 15 | AMNDT COMMON POLICY COND-PROHIBITED COVG |
| IL 00 21 09 08 | NUCLEAR ENERGY LIAB EXCL END-BROAD FORM |
| IL 01 42 09 08 | OREGON CHANGES-DOMESTIC PARTNERSHIP |
| IL 02 79 09 08 | OR CHANGES-CANCELLATION AND NONRENEWAL |

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following replaces the **LOSS PAYABLE CLAUSE** in the **BUSINESS AUTO COVERAGE PART DECLARATIONS: LOSS PAYABLE CLAUSE**

- A. We will pay you and the loss payee on file with us for "loss" to a covered "auto", as interest may appear.
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the **CANCELLATION** Common Policy Condition.
Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain their rights against any other party.

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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:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. 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:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) 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.

POLICY NUMBER: CUP-9G466830-17-26

EFFECTIVE DATE: 12/31/2017

ISSUE DATE: 01/12/2018

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

| | |
|----------------|---|
| CG T0 14 04 96 | POLICY DECLARATIONS COMMERCIAL EXCESS LIABILITY |
| | UMBRELLA |
| IL T8 01 01 01 | FORMS ENDORSEMENTS AND SCHEDULE NUMBERS |

UMBRELLA / EXCESS

| | |
|----------------|---|
| CG D0 23 04 96 | SCHEDULE OF UNDERLYING INSURANCE |
| UM 00 01 11 03 | COMMERCIAL EXCESS LIABILITY UMBRELLA INSURANCE |
| UM 03 92 11 03 | EMPLOYERS LIABILITY - FOLLOWING FORM |
| UM 04 04 11 03 | AMEND OF COV ADVER INJURY PROP DAMAGE |
| UM 04 75 07 08 | AMENDMENT OF DEFENSE OF CLAIMS OR SUITS |
| UM 04 76 07 08 | AMENDMENT OF WHO IS AN INSURED - QUALIFYING UNDER SCHEDULED UNDERLYING INSURANCE |
| UM 04 77 07 08 | AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE CLAIM |
| UM 04 79 07 08 | OTHER INSURANCE CONDITION AND MEANING OF OTHER INSURANCE |
| UM 04 81 07 08 | AMENDMENT - MEANING OF YOU AND YOUR AND MEANING OF EMPLOYEE |
| UM 04 88 07 08 | WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS |
| UM 05 11 01 15 | AMEND OF COV B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY |
| UM 06 03 11 10 | CRISIS MANAGEMENT SERVICES EXPENSES |
| UM 06 88 03 15 | AMEND-FIN INT IN FOREIGN INS ORG - UM |
| UM 01 52 01 16 | EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE |
| UM 00 30 03 12 | AMENDMENT OF DAMAGE TO PROPERTY EXCLUSION - CONTRACTORS |
| UM 00 76 01 86 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENTBROAD FORM |
| UM 01 16 11 03 | EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS OMISSIONS |
| UM 01 61 01 14 | AMEND POLLUTION EXCL - FOLLOW FORM - EXCPT CERTAIN POLLUTION RELATED TO AUTOS |
| UM 01 91 01 02 | WAR EXCLUSION |
| UM 01 96 07 96 | EXCLUSION - ASBESTOS |
| UM 02 07 07 96 | EXCLUSION - ALL HAZARDS IN CONNECTION WITH A DESIGNATED EXPOSURE |
| UM 02 55 11 03 | AMENDMENT AIRCRAFT/WATERCRAFT |
| UM 03 04 02 97 | EXCLUSION - LEAD |
| UM 03 24 02 01 | EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEM |
| UM 03 60 09 15 | EXCLUSION - SILICA OR SILICA-RELATED DUST |
| UM 03 64 01 02 | FUNGI OR BACTERIA EXCLUSION |
| UM 04 09 01 04 | EXCLUSION - SUITS BY ONE NAMED INSURED AGAINST ANOTHER NAMED INSURED |
| UM 04 15 10 11 | EXCLUSION - UNSOLICITED COMMUNICATIONS |

POLICY NUMBER: CUP-9G466830-17-26

EFFECTIVE DATE: 12/31/2017

ISSUE DATE: 01/12/2018

UMBRELLA / EXCESS (CONTINUED)

| | |
|----------------|---|
| UM 04 56 08 13 | EXCL - PROJECTS SUBJ TO WRAP-UP INS PROGRAM WITH LTD COVERAGE EXCEPT |
| UM 05 30 03 09 | EXCLUSION - DISCRIMINATION |
| UM 05 65 12 09 | EXCLUSION - ARCHITECTURAL |
| UM 06 09 10 11 | EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS |
| UM 06 50 01 15 | EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION |

INTERLINE ENDORSEMENTS

| | |
|----------------|---|
| IL T3 68 01 15 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| IL T4 14 01 15 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |

POLICY NUMBER: CUP-9G466830-17-26

ISSUE DATE: 01/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Item 6 of the Declarations to include:

| POLICY | LIMITS (000 OMITTED) | | COVERAGE | COMPANY |
|----------------|-----------------------------|-----------------------|-----------------------------|----------------|
| BA-8H851244-17 | 1,000 | CSL | AUTO LIABILITY | PHX |
| CO-8H851244-17 | 1,000 | EACH ACCIDENT | EMPLOYER'S LIABILITY | PHX |
| | 1,000 | AGG EMPLOYEE DISEASE | | |
| | 1,000 | EACH EMPLOYEE DISEASE | | |
| CO-8H851244-17 | 1,000 | EACH OCCURRENCE | GENERAL LIABILITY | PHX |
| | 1,000 | PERS/ADV INJURY | | |
| | 2,000 | GENERAL AGGREGATE | | |
| | 2,000 | PROD/COMP OPS AGG | | |
| CO-8H851244-17 | 1,000 | EACH EMPLOYEE | EMPLOYEE BENEFITS LIABILITY | PHX |
| | 2,000 | AGGREGATE | | |

The policies shown above are issued in one or more of the Travelers Companies. The above company(s) translates as follows:

PHX THE PHOENIX INSURANCE COMPANY
 PHX THE PHOENIX INSURANCE COMPANY
 PHX THE PHOENIX INSURANCE COMPANY

"(If you have any employee exposure in the State of New York, the Employers Liability Limits are applicable only to bodily injury to your "non-subject employees" as defined under Rule VIII - Limits of Liability, A.2., of the WC/EL Manual of the State of New York)"

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

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

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
 - b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
- subsequent to the execution of the contract or agreement.

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POLICY NUMBER: ZCC-81M91034-17-SK**EFFECTIVE DATE:** 12/31/17**ISSUE DATE:** 01/29/18**LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS**

This listing shows the number of forms, schedules and endorsements by line of business.

| | |
|----------------|---|
| IL T8 01 10 93 | FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS |
| RP 01 42 01 15 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| RP 01 43 01 15 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| RP 04 01 04 12 | CONTRACTORS POLLUTION LIABILITY COVERAGE DECLARATIONS |
| RP 04 00 04 12 | CONTRACTORS POLLUTION LIABILITY COVERAGE FORM |
| RP 04 04 04 12 | CONTRACTORS POLLUTION LIABILITY COVERAGE FORM TABLE OF CONTENTS |
| RP 02 33 03 15 | AMENDMENT OF CONDITIONS & COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS-CONTRACTORS POLLUTION LIAB |
| RP 02 05 09 15 | EXCLUSION - SILICA OR SILICA-RELATED DUST |
| RP 02 06 06 12 | EXCLUSION - LEAD |
| RP 04 20 07 13 | AMENDMENT OF INSURING AGREEMENT - ADDITION OF OPERATIONS RETROACTIVE DATE FOR CONTRACTORS POLLUTION LEGAL LIABILITY |
| RP 04 22 09 14 | LIMITED NON-OWNED DISPOSAL SITE CONTRACTORS POLLUTION LEGAL LIABILITY COVERAGE - CLAIMS-MADE |
| RP 02 09 02 16 | SERVICE OF SUIT |
| RP 02 04 12 15 | CANCELLATION MINIMUM EARNED PREMIUM ENDORSEMENT |

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CONTRACTORS PROFESSIONAL LIABILITY – CLAIMS-MADE AND CONTRACTORS POLLUTION LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE FOR COVERAGE A – CONTRACTORS PROFESSIONAL LIABILITY. FOR SUCH COVERAGE, DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES FOR SUCH COVERAGE WILL REDUCE THE LIMITS OF INSURANCE.

FOR COVERAGE B – CONTRACTORS POLLUTION LIABILITY, DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES FOR SUCH COVERAGE WILL REDUCE THE LIMITS OF INSURANCE.

PLEASE READ THE ENTIRE FORM CAREFULLY.

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

Words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERAGES

COVERAGE A CONTRACTORS PROFESSIONAL LIABILITY

1. Insuring Agreement – Coverage A

- a. The “company” will pay on behalf of the “insured” “loss” the “insured” is legally obligated to pay caused by an act, error or omission to which this insurance applies.
- b. This insurance applies to “loss” only if:
 - (1) The act, error or omission results from the performance of, or failure to perform, the “named insured’s contractor professional services” by or on behalf of the “named insured”;
 - (2) The act, error or omission is committed in the “coverage territory”;
 - (3) The act, error or omission was committed on or after the Retroactive Date For Contractors Professional Liability Coverage stated in the Declarations and before the end of the “policy period”. If no Retroactive Date For Contractors Professional Liability Coverage is stated in the Declarations, that retroactive date will be deemed to be the first day of the “policy period”; and
 - (4) A “claim” for “loss” is first made against any “insured”, as further described in Paragraph c. below:

- (a) During the “policy period”;
- (b) During the Basic Extended Reporting Period for Coverage A, if applicable; or
- (c) During the Optional Extended Reporting Period for Coverage A, if applicable.

c. A “claim” for the “loss” will be deemed to have been first made against any “insured” at the earlier of the following times:

- (1) When any “insured” first receives written notice of such “claim”; or
- (2) When the “company” first receives written notice from any “insured” of a specific act, error or omission that caused the “loss” which resulted in such “claim”, but only if that notice contains all of the following information:
 - (a) How, when and where the act, error or omission was committed;
 - (b) The names and addresses of each “insured” that committed the act, error or omission;
 - (c) The names and addresses of any persons or organizations sustaining “loss”, and the names and addresses of any witnesses; and
 - (d) A description, including the nature and location, of any “loss” caused by the act, error or omission.

All “claims” for “loss” caused by the same act, error or omission or “related acts, errors or omissions” will be deemed to have been first made against any “insured” at the time the first of those “claims” is

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first made against any "insured".

- d. Each act, error or omission in a series of "related acts, errors or omissions" will be deemed to have been committed on the date the first act, error or omission in that series is committed.
- e. In the event of "foreign Coverage A loss" incurred by a "foreign insured organization", or by any other "insured" for whom such "foreign insured organization" is liable, the "company" will reimburse the "First Named Insured", or any other "named insured" that is not a "foreign insured organization", for such "foreign Coverage A loss" because of its "financial interest" in that "foreign insured organization". For the purposes of this insurance, amounts the "company" reimburses under:

- (1) Paragraph a. of the definition of "foreign Coverage A loss" will be deemed to be "loss" the "insured" is legally obligated to pay under Coverage A;
- (2) Paragraph b. of the definition of "foreign Coverage A loss" will be deemed to be "defense expenses" the "company" pays under Coverage A; and
- (3) Paragraph c. of the definition of "foreign Coverage A loss" will be deemed to be payments the "company" makes under Paragraph 4., Supplementary Payments - Coverage A.

2. Defense - Coverage A

- a. The "company" will have the right and duty to defend the "insured" against any "claim" for "loss" to which this insurance applies. The "company" will have no duty to defend the "insured" against any "claim" for "loss" to which this insurance does not apply.
- b. When the "company" defends an "insured" against a "claim", the "company" will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance.
- c. The "company" may, at its discretion, investigate any act, error or omission, and the "company" may settle any "claim" with the "insured's" written consent. If the "company" agrees with a proposed settlement of a "claim" and the "insured" refuses to consent to that proposed settlement, the "company"

will not pay more than the amount of that proposed settlement for the combined total of the following for such "claim":

- (1) "Loss"; and
- (2) "Defense expenses" incurred after the "insured" refuses to consent to the proposed settlement.

- d. The "company's" right and duty to defend ends when the "company" has used up the applicable limit of insurance in the payment of:

- (1) "Loss" or "defense expenses" under Coverage A;
- (2) "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or
- (3) "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

The "company" will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Paragraph 4. Supplementary Payments - Coverage A or Paragraph 5. Right To Appeal A Judgment - Coverage A.

- e. When the "company" defends an insured against a "claim", the "company" has the right to choose the legal counsel for that defense, unless the "insured" has such right under the law that applies. If the "insured" has the right to choose the legal counsel for the defense under the law that applies and exercises such right:

- (1) The attorney fees and all other "defense expenses" the "company" must pay to the "insured's" chosen counsel are limited to the rates the "company" would actually pay to counsel that the "company" retains in defense of similar claims in the location where the "claim" is being defended;
- (2) The "company" may require that such counsel meet certain minimum qualifications with respect to competency, including experience in defending such claims, and meet certain minimum requirements with respect to such counsel's errors and omissions insurance; and

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(3) Upon request, that counsel will respond on a timely basis to the "company's" request for any and all information regarding the "claim".

f. If the "company" defends more than one "insured" against the same "claim" or related "claims", the "company" has the right to require each such "insured" to be defended by the same legal counsel, unless the "insured" or such counsel establishes that a conflict of interest prevents such joint defense.

3. Exclusions Applicable To Coverage A

This insurance does not apply to:

a. Asbestos

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

(2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos, asbestos fibers or products containing asbestos, by any "insured" or by any other person or organization.

This includes:

(1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

(2) Any obligation to:

(a) Share such "loss" with or repay someone else who must pay such "loss"; or

(b) Share such loss, cost or expense with or repay someone else who must pay such loss, cost or expense.

b. Bankruptcy Or Insolvency

"Loss" arising out of the "insured's" bankruptcy or insolvency.

c. Claims By Insureds Against Insureds Or By Related Persons Or Organizations

"Loss" for which any "claim" is made by or on behalf of:

(1) Any "insured" against any other "insured";

(2) Any organization that:

(a) Any "insured" owns more than a 25% interest in, or any "insured", in whole or substantially, controls financially, manages or operates; or

(b) Has a director or "executive officer" who owns more than a 25% interest in any "named insured", or who, in whole or substantially, controls any "named insured" financially, or manages or operates any "named insured";

(3) Any person who is an "employee" of any organization described in Paragraph (2) above or is the spouse, child, parent, brother or sister, of that "employee".

d. Contract liability

"Loss" for which the "insured" has assumed liability under any contract or agreement.

This exclusion does not apply to "loss" for which the "insured" would have liability without the contract or agreement.

This exclusion also does not apply to the "tort liability" of another to pay "loss" sustained by others if the "named insured" has assumed such liability under a contract or agreement, but only if the "loss" is caused by an error, omission or negligent act:

(1) That results from the performance of, or failure to perform, the "named insured's" contractor professional services" by or on behalf of the "named insured"; and

(2) Was committed subsequent to the execution of the contract or agreement.

e. Criminal, Dishonest, Fraudulent, Knowingly Wrongful Or Malicious Acts, Errors Or Omissions

"Loss" arising out of any criminal, dishonest, fraudulent, knowingly wrongful or malicious act, error or omission committed by or at the direction of:

(1) Any "insured"; or

(2) Anyone for whose acts any "insured" is legally responsible.

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This exclusion does not apply to any "insured" who did not:

- (1) Participate in committing, or direct the committing of, any such act, error or omission; or
- (2) Have knowledge of any such act, error or omission.

f. Employers Liability

"Loss" because of "bodily injury" to:

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

This exclusion applies:

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

This exclusion does not apply to the "tort liability" of another to pay for "loss" because of "bodily injury" incurred by others if the "named insured" has assumed such liability under a contract or agreement, but only if:

- (1) The "bodily injury" is caused by an error, omission or negligent act in the performance of, or failure to perform, the "named insured's" contractor professional services" by or on behalf of the "named insured"; and
- (2) The contract or agreement was made before such error, omission or negligent act was committed.

g. Employment-Related Practices

"Loss" because of injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, disc-

ipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury described in Paragraph (1) above.

This exclusion applies:

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

h. Express Warranties Or Guarantees

"Loss" arising out of any express warranty or guarantee, including any such warranty or guarantee that:

- (1) Is made in bid preparations or specifications for all or part of a project; or
- (2) Involves the cost, timing or schedule, quality, revenue or use, or performance of, or for, all or part of a project.

This exclusion does not apply to "loss" for which the "insured" would have liability without the express warranty or guarantee because of any failure of the "named insured's" contractor professional services" to conform with the generally accepted standard of care that applies.

i. Faulty Construction Work

"Loss" arising out of any faulty construction work, including work that is not performed in accordance with a project's design or construction documents, that:

- (1) Is performed by any "insured";
- (2) Is performed by or on behalf of any subsidiary of any "insured"; or
- (3) Is performed by or on behalf of any person or organization that owns more than 25% of, or that, in whole or substantially, controls financially, manages or operates, any "insured".

For the purposes of this exclusion, construction work means any assembly, construction, erection, fabrication, installation or remediation work, or any manufacturing or supplying of any equipment, material or part.

Do not add this form to a policy. It is for informational use only.

j. Fines, Penalties, Fees, Liquidated Or Multiplied Damages Or Injunctive Relief

- (1) Any fine or penalty assessed or imposed against any "insured" by law, including any federal, state, provincial or local law, regulation or statute or any governmental, judicial or administrative order or directive. Punitive or exemplary damages will be deemed to not be a fine or penalty, if such damages are insurable under the law that applies;
- (2) Any part of the fee for the "named insured's contractor professional services" which a client fails or refuses to pay;
- (3) The portion of any liquidated damages that exceeds the amount for which the "insured" would have liability without the agreement to pay liquidated damages;
- (4) The portion of any multiplied damage award that exceeds the initial amount multiplied; or
- (5) Any injunctive relief required by any law, including any federal, state, provincial or local law, regulation or statute or any governmental, judicial or administrative order or directive.

k. Fungi Or Bacteria

- (1) "Loss" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "loss". This paragraph does not apply to "bodily injury" arising out of a bacterial infection which develops in connection with physical harm to the person sustaining the "bodily injury", if such physical harm is not excluded by this exclusion and a "claim" is made against the "insured" for such physical harm.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "fungi" or bacteria by any "insured" or by any other person or organization.

l. Insurance-Related Acts, Errors Or Omissions

"Loss" arising out of any failure to maintain, obtain, recommend or require any type or amount of insurance, including any type of suretyship, bond or self-insurance program.

m. Named Insured's Product

"Loss" arising out of any "named insured's product" or any part of it.

This exclusion does not apply to "loss" arising out of the "named insured's product", or any part of it, that is any material, part or equipment furnished as part of any "named insured's work".

n. Patents, Trademarks and Trade Secrets

"Loss" arising out of any actual or alleged infringement or violation of any of the following rights or laws:

- (1) Patent.
- (2) Trade dress.
- (3) Trademark or servicemark.
- (4) Trade name or service name.
- (5) Trade secret.

o. Pollution

- (1) "Loss" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) "Claim" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Previously Known Acts, Errors Or Omissions

"Loss" arising out of any act, error or omission that was committed, and that was known by any "responsible person", before the beginning date

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from which the "company", or any of its affiliated insurance companies, has continuously provided any "Contractors Professional Liability Coverage" to any "named insured". If there was no such coverage provided by such insurer immediately prior to this policy, that beginning date is the first day of the "policy period".

q. Projects For Which The Named Insured Has Other Professional Liability Insurance

"Loss" arising out of a project, or any part of a project, for which the "named insured" is covered by other professional liability insurance issued to the "named insured", or for which the "named insured" would have been covered by that insurance but is not because of:

- (1) An exclusion or other coverage limitation;
- (2) A deductible or self-insured retention;
- (3) The limits of coverage of such insurance being used up; or
- (4) The bankruptcy or insolvency of the insurer providing such insurance.

This exclusion does not apply to "loss" for which the "named insured" would have been covered by such insurance but is not only because the "claim" was first made after the expiration of such insurance and any extended reporting period applicable to such insurance.

This exclusion also does not apply if the only other professional liability insurance for which the "named insured" is covered or would have been covered for the project or the part of the project is umbrella insurance, or excess insurance, that the "named insured" bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

r. Radioactive Or Nuclear Material

- (1) "Loss" arising out of the actual or alleged presence, or actual, alleged or threatened dispersal of any "radioactive or nuclear material".
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the

effects of, "radioactive or nuclear material" by any "insured" or by any other person or organization.

This includes:

- (1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (2) Any obligation to:
 - (a) Share such "loss" with or repay someone else who must pay such "loss"; or
 - (b) Share such loss, cost or expense with or repay someone else who must pay such loss, cost or expense.

s. Unnamed Newly Acquired Organization

"Loss" arising out of the conduct of any organization:

- (1) That is not a "named insured"; and
- (2) That any "named insured" acquires during the "policy period".

t. Unnamed Partnership, Joint Venture Or Limited Liability Company

"Loss" arising out of the conduct of any current or past partnership, joint venture or limited liability company that is not a "named insured".

This exclusion does not apply:

- (1) To the extent such organization otherwise qualifies as an "insured" for Coverage A; or
- (2) To the "named insured's" liability for the "named insured's" conduct of the contractor business of such current or past partnership, joint venture or limited liability company if the "named insured" would have been covered for the "loss" by other professional liability insurance issued to such partnership, joint venture or limited liability company but is not only because the "claim" was first made after the expiration of such insurance and any extended reporting period applicable to such insurance.

u. War

"Loss" arising out of:

- (1) War, including undeclared or civil war;

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

v. Workers Compensation Or Other Benefits Laws

Any obligation that the "insured" has under any:

- (1) Workers compensation law;
- (2) Disability benefits law;
- (3) Unemployment compensation law; or
- (4) Similar law.

4. Supplementary Payments – Coverage A

The "company" will pay, with respect to any "claim" against an "insured" the "company" settles or is defending:

- a. Prejudgment interest awarded against the "insured" on that part of the judgment which the "company" pays, which exceeds the applicable deductible and which is within the applicable limit of insurance. If the "company" makes an offer to pay the applicable limit of insurance, the "company" will not pay any prejudgment interest based on that period of time after the offer.
- b. All interest on the full amount of any judgment that accrues after entry of the judgment and before the "company" has paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If the "company" does not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, the "company" will not pay any interest that accrues on that portion of the judgment.
- c. The cost of any required appeal bond for any judgment that the "company" appeals, but only for bond amounts for that part of the judgment that is for "loss" to which this insurance applies and which is within the applicable limit of insurance. The "company" will pay, or reimburse the "insured" for, the cost of a higher appeal bond amount if the "company" is required to do so under the law that applies. The "company" will not

be the principal under any appeal bond and does not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

The "company's" duty to make such payments ends when the "company" has used up the applicable limit of insurance in the payment of:

- a. "Loss" or "defense expenses" under Coverage A;
- b. "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or
- c. "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

5. Right To Appeal A Judgment – Coverage A

The "company" will have the right to appeal a judgment that:

- a. Includes "loss" to which this insurance applies;
- b. Is awarded in a "claim" for which the "company" defends an "insured"; and
- c. Is awarded against the "insured".

If the "company" appeals a judgment that it does not have a duty to appeal, the "company" will pay all of the following that result directly from that appeal:

- a. All expenses the "company" incurs; and
- b. All reasonable expenses, other than the cost of any required appeal bond, incurred at the "company's" request by the "insured" to assist the "company" with the appeal, including, only if the "insured" is an individual, actual loss of earnings up to \$500 a day by that individual because of time taken off from work.

These payments will not reduce the limits of insurance. The results of an appeal will not change the applicable limit of insurance.

The "company's" duty to make such payments ends when the "company" has used up the applicable limit of insurance in the payment of:

- a. "Loss" or "defense expenses" under Coverage A;
- b. "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or

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- c. "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

COVERAGE B CONTRACTORS POLLUTION LIABILITY

1. Insuring Agreement – Pollution Legal Liability

- a. The "company" will pay on behalf of the "insured" "loss" the "insured" is legally obligated to pay:

- (1) Because of "bodily injury" or "property damage" resulting from; or
- (2) That is "pollution clean-up costs" for "environmental damage" resulting from;

"pollution conditions" to which this insurance applies.

- b. This insurance applies to "loss" only if:

- (1) The "pollution conditions" result from "covered operations";
- (2) The "pollution conditions" commence in the "coverage territory";
- (3) The "bodily injury", "property damage" or "environmental damage" occurs during the "policy period";
- (4) A "claim" for such "loss" is made against any "insured"; and
- (5) No insurance that was in effect before the "policy period":
 - a. Includes a duty to defend the "insured" against such "claim" based on, or applies to cover, the part of such "claim" that is for "loss" resulting from such "pollution conditions"; or
 - b. Would apply to defend the "insured" against such "claim" based on, or would apply to cover, the part of such "claim" that is for "loss" resulting from such "pollution conditions" but for:
 - (i) The exhaustion of the applicable limit of insurance of that insurance; or
 - (ii) The insurer that issued that insurance becoming bankrupt or insolvent.

Paragraph (5) above does not apply if such prior insurance is a Contractors Pollution Liability policy issued by the "company", or any of its

affiliated insurance companies, that requires the "bodily injury", "property damage" and "environmental damage" to occur during its policy period.

- c. All "bodily injury", "property damage" and "environmental damage" that:

- (1) Results from the same "pollution conditions" or continuous, repeated or related "pollution conditions"; and
- (2) Occurs during the "policy period" of this policy and during the policy period of any other "Contractors Pollution Liability Coverage" that the "company", or any of its affiliated insurance companies, has provided to the "insured";

will be deemed to occur only during a single policy period as described in Paragraph d. below.

- d. All "bodily injury", "property damage" and "environmental damage" described in Paragraph c. above will be deemed to occur only during a single policy period as described in Paragraph (1), (2) or (3) below, whichever applies:

- (1) If no "claim" is made against any "insured" for "property damage" or "environmental damage" that results from any of such "pollution conditions", all such "bodily injury" will be deemed to occur only during the policy period when the first person making a "claim" against any "insured" is first exposed to any of the "pollutants" involved in any of such "pollution conditions" if such date of first exposure is on or after the "company's" first coverage inception date".
- (2) If any "claim" is made against any "insured" for "property damage" or "environmental damage" that results from any of such "pollution conditions", all such "property damage" and "environmental damage", and any "bodily injury" that results from any of such "pollution conditions", will be deemed to occur only during the policy period when the first of any of such "pollution conditions" commenced if such date of first commencement is on or after the "company's" first coverage inception date".

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(3) If the date of first exposure described in Paragraph (1) above or the date of first commencement described in Paragraph (2) above, whichever applies, is before the "company's first coverage inception date" or cannot be determined, all such "property damage", "environmental damage" and "bodily injury" will be deemed to occur only on the "company's first coverage inception date".

e. In the event of "foreign Coverage B pollution legal liability loss" incurred by a "foreign insured organization", or by any other "insured" for whom such "foreign insured organization" is liable, the "company" will reimburse the "First Named Insured", or any other "named insured" that is not a "foreign insured organization", for such "foreign Coverage B pollution legal liability loss" because of its "financial interest" in that "foreign insured organization". For the purposes of this insurance, amounts the "company" reimburses under:

(1) Paragraph a. of the definition of "foreign Coverage B pollution legal liability loss" will be deemed to be "loss" the "insured" is legally obligated to pay under Pollution Legal Liability in Coverage B; and

(2) Paragraph b. of the definition of "foreign Coverage B pollution legal liability loss" will be deemed to be "defense expenses" the "company" pays under Pollution Legal Liability in Coverage B.

2. Insuring Agreement – Emergency Response Costs For Pollution

a. The "company" will pay to, or on behalf of, the "named insured" "loss" that is "emergency response costs" incurred for "pollution conditions" to which this insurance applies.

b. This insurance applies to "emergency response costs" only if:

(1) The "pollution conditions" result from "covered operations", and the "covered operations" which result in such "pollution conditions" commence on or after the "company's first coverage inception date";

(2) Such "pollution conditions" commence in the "coverage territory";

(3) The "emergency response costs" are first incurred, as further described in Paragraph c. below, during the "policy period"; and

(4) The "pollution conditions" and notice of "emergency response costs" are first reported to the "company" in writing by any "named insured", as further described in Paragraph d. below, no later than seven days after the first discovery of the "pollution conditions" by any "insured".

c. All "emergency response costs" incurred for the same "pollution conditions" or continuous, repeated or related "pollution conditions" will be deemed to have been incurred when the first of such "emergency response costs" are incurred.

d. The same "pollution conditions" or continuous, repeated or related "pollution conditions", and notice of "emergency response costs" incurred for such "pollution conditions", and notice of "emergency response costs" for any of such "pollution conditions", that are first reported to the "company" in writing by any "named insured" no later than seven days after the first discovery of such "pollution conditions" by any "insured" will be deemed to have been first reported to the "company" in writing by any "named insured" when any of such "pollution conditions" and notice of "emergency response costs" incurred for any of such "pollution conditions" are first reported to the "company", or any of its affiliated insurance companies, in writing by any "named insured".

e. In the event of "foreign Coverage B emergency response costs loss" incurred by or on behalf of a "foreign insured organization", the "company" will reimburse the "First Named Insured" or any other "named insured" that is not a "foreign insured organization", for such "foreign Coverage B emergency response costs loss" because of its "financial interest" in that "foreign insured organization". For the purposes of this insurance, amounts the "company" reimburses for "foreign Coverage B emergency response costs loss" will be deemed to be "loss" that is "emergency response costs" that the "company" pays to, or on behalf of, the "named insured" under Emergency Response Costs For Pollution in Coverage B.

3. Defense - Coverage B

a. Under Pollution Legal Liability in Coverage B:

- (1) The "company" will have the right and duty to defend the "insured" against any "claim" for "bodily injury", "property damage" or "pollution clean-up costs" to which this insurance applies; and
- (2) The "company" will have no duty to defend the "insured" against any "claim" for "bodily injury", "property damage" or "pollution clean-up costs" to which this insurance does not apply.

b. Under Emergency Response Costs For Pollution in Coverage B, the "company" will have the right but no duty to defend any "insured".

c. When the "company" defends an "insured":

- (1) Against a "claim" under Pollution Legal Liability in Coverage B; or
- (2) With respect to any "emergency response costs" under Emergency Response Costs For Pollution in Coverage B;

the "company" will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance.

d. The "company" may, at its discretion, investigate any "pollution conditions" and settle any "claim" or obligation.

e. The "company's" right and duty to defend ends when the "company" has used up the applicable limit of insurance in the payment of:

- (1) "Loss" or "defense expenses" under Coverage A;
- (2) "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or
- (3) "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

The "company" will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Paragraph 5. Right To Appeal A Judgment - Coverage B.

f. When the "company" defends an "insured":

- (1) Against a "claim" under Pollution Legal Liability in Coverage B; or
- (2) With respect to any "emergency response costs" under Emergency Response Costs For Pollution in Coverage B;

the "company" has the right to choose the legal counsel for that defense, unless the "insured" has such right under the law that applies. If the "insured" has the right to choose the legal counsel for the defense under the law that applies and exercises such right:

- (1) The attorney fees and all other "defense expenses" the "company" must pay to the "insured's" chosen counsel are limited to the rates the "company" would actually pay to counsel that the "company" retains in defense of similar claims in the location where the claim is being defended or where the "pollution conditions" involved in the "emergency response costs" commenced;
- (2) The "company" may require that such counsel meet certain minimum qualifications with respect to competency, including experience in defending such claims, and meet certain minimum requirements with respect to errors and omissions insurance; and
- (3) Upon request, that counsel will respond on a timely basis to the "company's" request for any and all information regarding the "claim" or the "emergency response costs".

g. If the "company" defends more than one "insured":

- (1) Against the same "claim" or related "claims" under Pollution Legal Liability in Coverage B, or if the "company" defends one "insured" against a "claim" under Pollution Legal Liability in Coverage B that is related to another "claim" against another "insured" the "company" is defending under such coverage; or
- (2) With respect to the same "emergency response costs" or related "emergency response costs" under Emergency Response Costs For Pollution in Coverage B;

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the "company" has the right to require each such "insured" to be defended by the same legal counsel, unless the "insured" or such counsel demonstrates that a conflict of interest prevents such joint defense.

4. Exclusions Applicable To Coverage B

The following exclusions apply to both Pollution Legal Liability and Emergency Response Costs For Pollution in Coverage B.

This insurance does not apply to:

a. Asbestos

- (1) "Loss" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers, or products containing asbestos.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos, asbestos fibers or products containing asbestos, by any "insured" or by any other person or organization.

This includes:

- (1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (2) Any obligation to:
 - (a) Share such "loss" with or repay someone else who must pay such "loss"; or
 - (b) Share such loss, cost or expense with or repay someone else who must pay such loss, cost or expense.

b. Auto, Aircraft, Watercraft Or Rolling Stock

"Loss" arising out of the ownership, maintenance, use or entrustment to others of:

- (1) Any "auto" owned or operated by or rented or loaned to any "insured"; or
- (2) Any aircraft or watercraft, or any wheeled vehicle designed for travel on railroad tracks.

Use includes operation and "loading or unloading".

This exclusion applies even if the "claims" against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "pollution conditions" which caused the "bodily injury", "property damage" or "environmental damage" involved the ownership, maintenance, use or entrustment to others of any such "auto", aircraft or watercraft, or wheeled vehicle designed for travel on railroad tracks.

Paragraph (1) of this exclusion does not apply if the "auto" is located within the boundaries of a job site where "covered operations" are being performed.

c. Claims By Insureds Against Insureds Or By Related Persons Or Organizations

"Loss" for which any "claim" is made by or on behalf of:

- (1) Any "insured" against any other "insured";
- (2) Any organization that:
 - (a) Any "insured" owns more than a 25% interest in, or any "insured", in whole or substantially, controls financially, manages or operates; or
 - (b) Has a director or "executive officer" who owns more than a 25% interest in any "named insured", or who, in whole or substantially, controls any "named insured" financially, or manages or operates any "named insured"; or
- (3) Any person who is an "employee" of any organization described in Paragraph (2) above, or is the spouse, child, parent, brother or sister of that "employee".

Paragraph (1) of this exclusion does not apply to any "claim" by or on behalf of any "insured" that is an "insured" under Paragraph d. of the definition of "insured".

d. Contract Liability

"Loss" for which the "insured" has assumed liability under any contract or agreement.

This exclusion does not apply to "loss" for which the "insured" would have liability without the contract or agreement.

This exclusion also does not apply to

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the "tort liability" of another to pay "loss" because of "bodily injury" or "property damage" sustained by others or "loss" that is "pollution clean-up costs" incurred by others, if the "named insured" has assumed such liability under an "insured contract", but only if:

- (1) The "bodily injury", "property damage" or "environmental damage" results from "pollution conditions" that:
 - (a) Are caused, in whole or in part, from the negligent performance of any "covered operations" by or on behalf of the "named insured"; and
 - (b) Commenced subsequent to the execution of the "insured contract"; and
- (2) The "bodily injury", "property damage" or "environmental damage" does not arise out of any "pollution conditions", or any incident, condition or other circumstance which could become a "pollution condition", that was known, or reasonably should have been known, by the person or organization the "named insured" agreed to indemnify or by any of that organization's employees, and that was not previously disclosed to a "responsible person" prior to the execution of the "insured contract".

e. Controlled Property

- (1) "Loss" arising out of any "pollution conditions" which commence at, on or in any premises, site or location that is or was at any time owned, rented or occupied by, or loaned to, any "named insured".
- (2) "Loss" because of "property damage" to, or "loss" that is "pollution clean-up costs" or "emergency response costs" for:
 - (a) Any premises, site or location that is or was at any time owned, rented or occupied by, or loaned to, any "named insured"; or
 - (b) Personal property in the care, custody or control of any "named insured".

Paragraphs (1) and (2)(a) of this exclusion do not apply if such premises, site or location is temporarily rented or occupied by, or temporarily loaned to, the "named

insured" exclusively for any job site where "covered operations" are being performed.

f. Damage To Any Named Insured's Work

"Loss" because of "property damage" to any "named insured's work" arising out of it or any part of it.

g. Dishonest, Fraudulent, Criminal Or Malicious Acts Or Omissions

"Loss" arising out of any dishonest, fraudulent, criminal or malicious act or omission committed by or at the direction of:

- (1) Any "insured"; or
- (2) Anyone for whose acts any "insured" is legally responsible.

This exclusion does not apply to any "insured" who neither:

- (1) Participated in committing, or directed the committing of, any such act or omission; nor
- (2) Had knowledge of any such act or omission.

h. Employers Liability

"Loss" because of "bodily injury" to:

- (1) Any "employee" of the "insured", or its parent corporation, subsidiary or affiliate, arising out of and in the course of:
 - (a) Employment by the "insured", or its parent corporation, subsidiary or affiliate; or
 - (b) Performing duties related to the conduct of the "insured's" business, or its parent corporation's, subsidiary's or affiliate's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that "employee", described in Paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to the "tort liability" of another to pay "loss" because of "bodily injury"

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incurred by others, if the "named insured" has assumed such liability under an "insured contract", but only if:

- (1) The "bodily injury" is caused by "pollution conditions" that result, in whole or in part, from the negligent performance of any "covered operations" by or on behalf of the "named insured";
- (2) The "bodily injury" does not arise out of any "pollution conditions", or any incident, condition or other circumstance which could become a "pollution condition", that was known, or reasonably should have been known, by the person or organization the "named insured" agreed to indemnify or by any of that organization's employees, and that was not previously disclosed to a "responsible person" prior to the execution of the "insured contract"; and
- (3) The "bodily injury" results from "pollution conditions" that commenced subsequent to the execution of the "insured contract".

i. Express Warranties Or Guarantees

"Loss" arising out of any express warranty or guarantee, including any such warranty or guarantee that:

- (1) Is made in bid preparations or specifications for all or part of a project; or
- (2) Involves the cost, timing or schedule, quality, revenue or use, or performance of, or for, all or part of a project.

This exclusion does not apply to "loss" for which the "insured" would have liability without the express warranty or guarantee.

j. Fines, Penalties, Liquidated Or Multiplied Damages Or Injunctive Relief

- (1) Any fine or penalty assessed or imposed against any "insured" by law, including any federal, state, provincial, tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive. Punitive or exemplary damages will be deemed to not be a fine or penalty, if such damages are insurable under the law that applies.
- (2) The portion of any liquidated damages that exceeds the amount for which the "insured" would

have liability without the agreement to pay liquidated damages.

- (3) The portion of any statutory multiplied damage award that exceeds the amount that is multiplied.
- (4) Any injunctive relief required by, or any cost or expense to comply with, any law, including any federal, state, provincial, tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive.

Paragraph (4) of this exclusion does not apply to "pollution clean-up costs" or "emergency response costs".

k. Fungi Or Bacteria

- (1) "Loss" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "loss". This paragraph does not apply to "bodily injury" arising out of a bacterial infection which develops in connection with physical harm to the person sustaining the "bodily injury", if such physical harm is not excluded by this exclusion and a "claim" is made against the "insured" for such physical harm.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "fungi" or bacteria by any "insured" or by any other person or organization.

l. Insured's Internal Expenses

Expenses incurred by any "insured" for any service performed by any of the "insured's" "employees".

This exclusion does not apply to:

- (1) "Emergency response costs"; or
- (2) Expenses incurred with the "company's" prior written consent.

m. Intentional Non-compliance

"Loss" arising out of any intentional, knowing, willful or deliberate disregard of, or non-compliance with, any law, including any federal, state, provincial,

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tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive, committed by or at the direction of:

- (1) Any "insured"; or
- (2) Anyone for whose acts any "insured" is legally responsible.

This exclusion does not apply to any "insured" who neither:

- (1) Participated in committing, or directed the committing of, such disregard or non-compliance; nor
- (2) Had knowledge of such disregard or non-compliance.

n. Named Insured's Product

"Loss" arising out of any "named insured's product" or any part of it.

This exclusion does not apply to "loss" arising out of the "named insured's product", or any part of it, that is any material, part or equipment furnished as part of any "named insured's work".

o. Owned And Non-Owned Disposal Sites

"Loss" arising out of "pollution conditions" on, at, under or migrating from any "owned disposal site" or "non-owned disposal site".

p. Previously Known Conditions

"Loss" arising out of:

- (1) "Pollution conditions"; or
- (2) Any "pollution conditions" in a series of continuous, repeated or related "pollution conditions";

if any of the "pollution conditions" in Paragraph (1) or (2) above commenced, and were known, or reasonably should have been known, by a "responsible person", before the beginning date from which the "company", or any of its affiliated insurance companies, has continuously provided any "Contractors Pollution Liability Coverage" to any "named insured". If there was no such coverage provided by such insurer immediately prior to this policy, that beginning date is the first day of the "policy period".

q. Radioactive Or Nuclear Material

- (1) "Loss" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any "radioactive or nuclear material".

- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "radioactive or nuclear material" by any "insured" or by any other person or organization.

This includes:

- (1) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- (2) Any obligation to:
 - (a) Share such "loss" with or repay someone else who must pay such "loss"; or
 - (b) Share such loss, cost or expense with or repay someone else who must pay such loss, cost or expense.

If a Low-Level Radioactive Waste Coverage For Contractors Pollution Liability endorsement is issued by the "company" as part of this policy, this exclusion does not apply to "low-level radioactive waste".

r. Unnamed Newly Acquired Organization

"Loss" arising out of the conduct of any organization:

- (1) That is not a "named insured"; and
- (2) That any "named insured" acquires during the "policy period".

s. Unnamed Partnership, Joint Venture Or Limited Liability Company

"Loss" arising out of the conduct of any current or past partnership, joint venture or limited liability company that is not a "named insured".

This exclusion does not apply:

- (1) To the extent such organization qualifies as an "insured" under Paragraph d. of the definition of "insured"; or
- (2) To any "named insured's" liability for its performance of "covered operations" in the conduct of the business of such current or past partnership, joint venture or limited liability company if such "named insured" would have been covered for the "loss" by other pollution liability insurance issued to such partnership, joint venture

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or limited liability company but is not only because:

- (a) Such "loss" is because of "bodily injury", "property damage" or "environmental damage" that occurred after the expiration of such insurance; or
- (b) The "claim" was first made against such "named insured" or was first reported to the company providing that insurance after the expiration of such insurance and any extended reporting period applicable to such insurance.

t. War

"Loss" arising out of:

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

u. Workers Compensation Or Other Benefits Laws

Any obligation that the "insured" has under any:

- (1) Workers compensation law;
- (2) Disability benefits law;
- (3) Unemployment compensation law; or
- (4) Similar law.

5. Right To Appeal A Judgment – Coverage B

The "company" will have the right to appeal a judgment that:

- a. Includes "loss" to which this insurance applies;
- b. Is awarded in a "claim" for which the "company" defends an "insured"; and
- c. Is awarded against the "insured".

If the "company" appeals a judgment that it does not have a duty to appeal, the "company" will pay all of the following that result directly from that appeal:

- a. All expenses the "company" incurs; and

- b. All reasonable expenses, other than the cost of any required appeal bond, incurred at the "company's" request by the "insured" to assist the "company" with the appeal, including, only if the "insured" is an individual, actual loss of earnings up to \$500 a day by that individual because of time taken off from work.

These payments will not reduce the limits of insurance. An appeal that results in a judgment in excess of the applicable limit of insurance will not change the applicable limit of insurance.

The "company's" duty to make such payments ends when the "company" has used up the applicable limit of insurance in the payment of:

- a. "Loss" or "defense expenses" under Coverage A;
- b. "Loss" or "defense expenses" under Pollution Legal Liability in Coverage B; or
- c. "Loss" that is "emergency response costs", or "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

including any combination of such payments.

SECTION II – LIMITS OF INSURANCE

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

- a. "Insureds";
- b. "Claims" made or "emergency response costs" losses incurred;
- c. Persons or organizations making "claims"; or
- d. "Covered operations".

- 2. The Aggregate Limit is the most the "company" will pay for the sum of all:

- a. "Loss" and "defense expenses" under Coverage A;
- b. "Loss" and "defense expenses" under Pollution Legal Liability in Coverage B; and
- c. "Loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

for the combined total of all "claims" and "emergency response costs".

If no amount is shown for the Aggregate Limit in the Declarations, the Aggregate Limit will be the highest of the Each

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Act, Error Or Omission Limit, the Each Pollution Condition Limit or \$200,000.

3. Subject to Paragraph 2. above, the Aggregate Limit For Emergency Response Costs is the most the "company" will pay for all "loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B for the combined total of all such costs and expenses.
4. Subject to Paragraph 2. above, the Each Act, Error Or Omission Limit is the most the "company" will pay for the sum of all "loss" and "defense expenses" under Coverage A for all "claims" for "loss" caused by:
 - a. The same act, error or omission; or
 - b. "Related acts, errors or omissions".
5. Subject to Paragraph 2. above, the Each Pollution Condition Limit is the most the "company" will pay for the sum of all:
 - (1) "Loss" and "defense expenses" under Pollution Legal Liability in Coverage B; and
 - (2) "Loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

arising out of the same "pollution conditions" or continuous, repeated or related "pollution conditions".

The Each Pollution Condition Limit is further subject to Paragraph 3. above for "loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B.

SECTION III – DEDUCTIBLES

1. The deductibles shown in the Declarations and the rules below fix the amount of:
 - a. "Loss" and "defense expenses" under Coverage A;
 - b. "Loss" and "defense expenses" under Pollution Legal Liability in Coverage B; and
 - c. "Loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

incurred by or on behalf of the "insured" that the "named insured" must pay regardless of the number of:

 - a. "Insureds";

- b. "Claims" made or "emergency response costs" losses incurred;
- c. Persons or organizations making "claims"; or
- d. "Covered operations".

2. The Each Act, Error Or Omission Deductible applies to all "loss" and "defense expenses" under Coverage A for all "claims" for "loss" caused by:

- a. The same act, error or omission; or
- b. "Related acts, errors or omissions".

However, the "company" will reduce the Each Act, Error Or Omission Deductible by 50%, up to a maximum reduction of \$25,000, if all "claims" subject to the Each Act, Error Or Omission Deductible are settled during an "agreed mediation".

3. The Each Pollution Condition Deductible applies to all:

- a. "Loss" and "defense expenses" under Pollution Legal Liability in Coverage B; and
- b. "Loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs For Pollution in Coverage B;

arising out of the same "pollution conditions" or continuous, repeated or related "pollution conditions".

However, for "loss" and "defense expenses" under Pollution Legal Liability in Coverage B, the "company" will reduce the Each Pollution Condition Deductible by 50%, up to a maximum reduction of \$25,000, if all "claims" subject to the Each Pollution Condition Deductible are settled during an "agreed mediation".

4. If the:
 - a. Each Act, Error Or Omission Deductible; and
 - b. Each Pollution Condition Deductible;

both apply to the same "claim", the most the "named insured" will be responsible for paying for "loss" and "defense expenses" within those deductibles is the amount of the Each Act, Error Or Omission Deductible or the Each Pollution Condition Deductible, whichever is more.
5. The applicable limits of insurance will not be reduced by the amount of any "loss" or "defense expenses" within any deductible amount.

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6. The provisions of this policy that apply to Coverage **A** and to Coverage **B** apply irrespective of the application of any deductible amount, including those provisions with respect to:
 - a. The "company's" right and duty to defend "claims"; and
 - b. The "insured's" duties in the event of an act, error, omission, "pollution conditions" or a "claim".
7. If the "company" pays any "loss" or "defense expenses" that are subject to a deductible, the "named insured" agrees to promptly reimburse the "company" for any deductible amount paid by the "company".
8. If the "named insured" fails to reimburse the "company" for any deductible amount and the "company" is awarded that deductible amount, or any part of that amount, in any legal proceeding against the "named insured", the "named insured" agrees to reimburse the "company" for the following, in addition to that deductible amount, as incurred:
 - a. "Deductible recovery expenses"; and
 - b. Interest, from the date of the "company's" notice of payment to the "named insured", on the deductible amount awarded to the "company".

SECTION IV – EXTENDED REPORTING PERIODS – COVERAGE A

1. The "company" will provide a Basic Extended Reporting Period for Coverage **A**, if that coverage is canceled or nonrenewed for any reason except:
 - a. Nonpayment of premium; or
 - b. Material misrepresentation or fraud.

The "company's" quotation of different terms and conditions for a renewal policy does not constitute cancellation or nonrenewal. Such Basic Extended Reporting Period is automatically provided without an additional charge. Such Basic Extended Reporting Period commences at the end of the "policy period" and expires 60 days after the end of the "policy period". However, such Basic Extended Reporting Period does not apply to "claims" for which a defense is provided for the "insured" under any future insurance purchased by any "named insured", or for which a defense would be provided for the "insured" under such future insurance but for the exhaustion of the applicable limit of insurance of that future insurance.

2. The "company" will provide an Optional Extended Reporting Period for Coverage **A**, as described below, if that coverage is cancelled or nonrenewed for any reason except:
 - a. Nonpayment of premium; or
 - b. Material misrepresentation or fraud.

The "company's" quotation of different terms and conditions for a renewal policy does not constitute cancellation or nonrenewal.

3. An Optional Extended Reporting Period for Coverage **A** of a length offered by the "company" is available for purchase by the "First Named Insured" at an additional charge, but is provided only if specifically added by endorsement issued by the "company" as part of this policy. The following provisions apply to such Optional Extended Reporting Period:
 - a. The length of such Optional Extended Reporting Period offered by the "company" will not be less than 12 months. Such Optional Extended Reporting period replaces the Basic Extended Reporting Period for Coverage **A**.
 - b. Such Optional Extended Reporting Period will not go into effect unless the "company" receives all of the following within 60 days after the end of the "policy period" and the "named insured" has fulfilled all other duties and complied with all other conditions and requirements under this policy:
 - (1) A written request from the "First Named Insured" to purchase the Optional Extended Reporting Period Endorsement for Coverage **A**;
 - (2) Full payment of the earned premium for this policy;
 - (3) Payment of the additional premium for the Optional Extended Reporting Period Endorsement for Coverage **A**; and
 - (4) Repayment of any deductible owed under this policy.
 - c. The amount of the additional premium charged by the "company" for the Optional Extended Reporting Period Endorsement for Coverage **A** differs depending on the length of such Optional Extended Reporting Period. For an Optional Extended Reporting Period for Coverage **A** of 12 months, the additional premium will not exceed 75% of the annual premium for the last year of the "policy period" of this policy.

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4. Extended reporting periods for Coverage A do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" for "loss" caused by an act, error or omission committed before the end of the "policy period" and on or after the Retroactive Date For Contractors Professional Liability Coverage.
5. The extended reporting periods for Coverage A do not reinstate or increase the limits of insurance.
6. Once in effect, the extended reporting periods for Coverage A may not be canceled.

SECTION V – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve the "company" of its obligations under this policy. However, this provision does not delete or amend any Bankruptcy Or Insolvency exclusion in this policy.

2. Cancellation

- a. The "First Named Insured" may cancel all or part of this policy by mailing or delivering in advance to the "company" written notice of cancellation stating the effective date of the cancellation.
- b. The "company" may cancel all or part of this policy by mailing or delivering to the "First Named Insured" written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if the cancellation is for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if the cancellation is for any other reason.
- c. The "company" will mail or deliver its notice of cancellation to the "First Named Insured's" last mailing address known to the "company".
- d. The "company's" notice of cancellation will state the effective date of the cancellation, which will become the end of the "policy period". If part of this policy is cancelled, that date will become of the end of the "policy period" as respects that part of the policy only.
- e. If all or part of this policy is cancelled, the "company" will send the "First Named Insured" any premium refund due. If the "company" cancels all or part of this policy, the refund will be pro rata. If the "First Named Insured" cancels all

or part of this policy, the refund may be less than pro rata. The refund will be made by the "company" as soon as practicable. However, the cancellation will be effective even if the "company" has not made or offered the refund.

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

3. Changes

This policy contains all the agreements between the "company" and the "named insured" concerning the insurance afforded. Only the "First Named Insured" may request changes to this policy. This policy can be amended only with the "company's" consent and only by endorsement issued by the "company" as part of this policy.

4. Duties In The Event Of A Claim For Foreign Coverage A Loss

In the event of a "claim" for "foreign Coverage A loss" made against a "foreign insured organization" or any other "insured" for whom such "foreign insured organization" is liable, the "First Named Insured" must:

- a. Arrange to investigate and defend such "claim";
- b. Notify the "company" in writing in advance of any proposed settlement of such "claim"; and
- c. Comply with all other conditions of this insurance as if such "claim" were made against any "insured" that is not a "foreign insured organization".

5. Duties In The Event Of A Claim For, Or Pollution Conditions That May Result In, Foreign Coverage B Loss

In the event of a "claim" for "foreign Coverage B pollution legal liability loss" made against a "foreign insured organization" or any other "insured" for whom such "foreign insured organization" is liable, the "First Named Insured" must:

- a. Arrange to investigate and defend such "claim";
- b. Notify the "company" in writing in advance of any proposed settlement of such "claim"; and
- c. Comply with all other conditions of this insurance as if such "claim" were made any "insured" that is not a "foreign insured organization".

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In the event of "pollution conditions" that may result in a "foreign Coverage B emergency response costs loss" incurred by or on behalf of a "foreign insured organization", the "First Named Insured" must comply with all conditions of this insurance as if such "foreign coverage B emergency response costs loss" were incurred by or on behalf of any "named insured" that is not a "foreign insured organization".

6. Examination Of Books And Records

The "company" may examine and audit any "named insured's" books and records at any time:

- a. During the "policy period"; or
- b. Up to three years after the end of the "policy period".

7. Inspections And Surveys

- a. The "company" has the right to:
 - (1) Make inspections and surveys and interview "employees" of any "insured" at any time;
 - (2) Provide reports to any "named insured" on the conditions found; and
 - (3) Recommend changes.
- b. The "company" is not obligated to make any inspections, surveys, reports or recommendations, and any such actions taken relate only to insurability and the premiums charged. The "company" does not make safety inspections or undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The "company" also does not warrant that conditions, property or operations:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. The "named insured" agrees to provide the "company" with:
 - (1) Access to the locations where "covered operations" or the "named insured's" contractor professional services" are being or have been performed; and
 - (2) Records pertaining to the "covered operations", the "named insured's" contractor professional services", and access to employees and other appropriate personnel or representatives, that are necessary for the "company" to conduct such inspections and surveys.

- d. Paragraphs a. and b. above apply to the "company" and any rating, advisory, rate service, technical consulting or similar organization which makes insurance inspections, surveys, reports or recommendations.

8. Insured's Duties In The Event Of An Act, Error, Omission Or Claim – Coverage A

- a. The "insured", as a condition precedent to any rights under this policy, must notify the "company" in writing as soon as practicable of an act, error or omission which may result in a "claim" under Coverage A. To the extent possible, notice should include:
 - (1) How, when and where the act, error or omission was committed;
 - (2) The names and addresses of each "insured" that committed the act, error or omission;
 - (3) The names and addresses of any persons or organizations sustaining "loss", and the names and addresses of any witnesses; and
 - (4) The nature and location of the act, error or omission, and a description of any "loss" that may result from the act, error or omission.
- b. The "insured", as a condition precedent to any rights under this policy, must notify the "company" in writing of any "claim" under Coverage A as soon as practicable. The "insured" must:
 - (1) Immediately record the specifics of the "claim" and the date received;
 - (2) Immediately send the "company" copies of any demands, notices, summonses or legal papers received in connection with the "claim"; and
 - (3) To the extent possible, provide the names and addresses of any persons or organizations sustaining "loss", and the names and addresses of any witnesses.
- c. The "insured" must:
 - (1) Authorize the "company" to obtain records and other information;
 - (2) Cooperate with the "company" in the investigation of the act, error or omission, or the settlement of, or the defense against, the "claim"; and

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(3) Assist the "company", upon the "company's" request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of "loss" or "defense expenses" to which Coverage **A** of this policy may also apply.

d. No "insured" may:

- (1) Make or authorize an admission of liability for;
- (2) Settle or attempt to settle; or
- (3) Voluntarily make a payment or incur any expenses, other than for first aid, for;

any "claim" under Coverage **A** without the prior written consent of the "company".

e. The following provision applies to Paragraphs **a.** and **b.** above, but only for the purposes of the insurance provided under Coverage **A** of this policy to the "named insured" or any "insured" other than any additional insured added by endorsement to Coverage **A**:

Notice to the "company" of such act, error, omission or "claim" must be given as soon as practicable only after any "responsible person" becomes aware of the act, error, omission or "claim".

9. Insured's Duties In The Event Of Pollution Conditions Or A Claim – Coverage **B**

a. The "insured", as a condition precedent to any rights under this policy, must notify the "company" in writing of any "claim" under Pollution Legal Liability in Coverage **B** as soon as practicable. The "insured" must:

- (1) Immediately record the specifics of the "claim" and the date received;
- (2) Immediately send the "company" copies of any demands, notices, summonses or legal papers received in connection with the "claim"; and
- (3) To the extent possible, provide the names and addresses of any persons or organizations sustaining "bodily injury" or "property damage" resulting from, or incurring "pollution clean-up costs" for, the "pollution conditions" involved in the "claim", and the names and addresses of any witnesses.

b. The "named insured", when notifying the "company" in writing of any "pollution conditions" and "emergency response costs" under Emergency Response Costs For Pollution in Coverage **B**, must, to the extent possible, include:

- (1) The identity of the "named insured" providing notice, including contact information regarding the handling of the "pollution conditions";
- (2) Which "covered operations" are involved;
- (3) The nature, cause and timing of the "pollution conditions";
- (4) What actions the "named insured" has taken to respond to or mitigate the "pollution conditions" or to report the "pollution conditions" to others; and
- (5) What costs have been incurred by or on behalf of the "named insured" to respond to or mitigate the "pollution conditions".

c. The "insured" must:

- (1) Authorize the "company" to obtain records and other information;
- (2) Cooperate with the "company" in the investigation of the "pollution conditions", or the settlement of, or the defense against, the "claim" or obligation;
- (3) For "emergency response costs" under Emergency Response Costs For Pollution in Coverage **B**, provide all reports, data, invoices and any other documents relating to such costs; and
- (4) Assist the "company", upon the "company's" request, in the enforcement of any right against any person or organization that may be liable to the "insured" because of "loss" or "defense expenses" to which Coverage **B** of this policy may also apply.

d. No "insured" may:

- (1) Make or authorize an admission of liability for;
- (2) Settle or attempt to settle; or
- (3) Voluntarily make a payment or incur any expenses, other than for first aid, for;

any "claim" under Pollution Legal Liability in Coverage **B** without the prior written consent of the "company".

- e. No "insured" may retain any consultants or incur any "pollution clean-up costs" without the prior written consent of the "company", except for "emergency response costs" under Emergency Response Costs For Pollution in Coverage **B**.
- f. Upon discovery of "pollution conditions", the "named insured" must take reasonable steps to mitigate any "bodily injury," "property damage" or "pollution clean-up costs" and comply with applicable "environmental laws". If, in the sole judgment of the "company", the "named insured" fails to take such reasonable steps, the "company" shall have the right, but not the duty, to do so on the "insured's" behalf. In that event, any "pollution clean-up costs" incurred by the "company" will be deemed incurred by the "insured", and will be subject to the deductible and limits of insurance of this policy.

10. International Condition – Currency

- a. Payments for premiums and deductible amounts made to the "company" will be in the currency of the United States of America unless the "company" agrees that these payments may be made in a different currency.
- b. Payments for "loss" and "defense expenses" will be in the currency of the United States of America. At the "company's" sole option, the "company" may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

11. Legal Action Against The Company

No person or organization has a right under this policy:

- a. To join the "company" as a party or otherwise bring the "company" into a legal action asking for "loss" against any "insured";
- b. To bring a legal action against the "company" under this policy unless all terms of this policy have been fully complied with; or

- c. To bring a legal action against the "company" to recover "loss" unless the "insured's" obligation to pay such "loss" has been fully determined either by a final judgment or by written agreement of the "company", the "insured" and the claimant, but the "company" will not be liable for any "loss" that is not payable under the terms of this policy or that is in excess of the applicable limit of insurance.

12. Other Insurance

- a. Coverage **A** of this insurance is excess over any valid and collectible other insurance that is available to the "insured" for "loss" covered under Coverage **A** of this policy, whether such other insurance is primary, excess, contingent or on any other basis.
- b. Under Coverage **A**, the "company" will have no duty to defend the "insured" against any "claim" if any provider of other insurance has a duty to defend the "insured" against that "claim". But the "company" will have the right to associate in the defense and control of any "claim" that the "company" reasonably believes is likely to involve the insurance provided by Coverage **A** of this policy. If no provider of other insurance defends any "claim" for "loss" to which the insurance provided by Coverage **A** applies, the "company" will undertake to do so, but the "company" will be entitled to the "insured's" rights against all those providers of other insurance.
- c. The "company" will pay under Coverage **A** only the "company's" 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 Coverage **A** of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all such other insurance.
- d. If valid and collectible other insurance is available to the "insured" for a loss covered under Coverage **B** of this policy, the "company's" obligations are limited as described in Paragraphs **e.**, **f.**, **g.** and **h.** below.
- e. Coverage **B** of this insurance is primary except when Paragraph **f.** below applies. When Coverage **B** of this insurance is primary:

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- (1) If any other insurance is issued to any "named insured" by the "company", or any of its affiliated insurance companies, Coverage **B** of this insurance is primary to such other insurance, and the "company" will not share with that other insurance; and
- (2) If any other insurance not described in Paragraph (1) above is also primary, the "company" will share with all that other insurance as follows:
 - (a) If all of the other insurance permits contribution by equal shares, the "company" will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the "loss" remains, whichever comes first.
 - (b) If any of the other insurance does not permit contribution by equal shares, the "company" will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.
- f. Coverage **B** of this insurance is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, or contingent or on any other basis:
 - (1) That only covers one or more projects specifically described in it. This paragraph does not apply to any other insurance that is available to any person or organization that is an "insured" under Paragraph **d.** of the definition of "insured";
 - (2) That is available to the "insured" when the "insured":
 - (a) Is added as an additional insured by attachment of an endorsement under the other insurance; or
 - (b) Is any other insured that is not a named insured under the other insurance; or
 - (3) That is available to any person or organization that is an "insured" under Paragraph **d.** of the definition of "insured". However, if the "named insured" specifically agrees in a written contract or agreement that the insurance provided to such person or organization must apply on a primary basis, or a primary and non-contributory basis, Coverage **B** of this insurance is primary to other insurance that is available to such person or organization which covers that person or organization as a named insured, and the "company" will not share with that other insurance. Coverage **B** of this insurance still is excess over any valid and collectible other insurance, whether such other insurance is primary, excess, contingent or on any other basis, that is available to such person or organization which covers that person or organization as:
- (a) An additional insured by attachment of an endorsement under the other insurance; or
- (b) Any other insured that is not a named insured under the other insurance.
- g. When Coverage **B** of this insurance is excess, the "company" will have no duty to defend the "insured" against any "claim" if any provider of other insurance has a duty to defend the "insured" against that "claim". But the "company" will have the right to associate in the defense and control of any "claim" that the "company" reasonably believes is likely to involve the insurance provided by Coverage **B** of this policy. If no provider of other insurance defends any "claim" for "loss" to which the insurance provided by Coverage **B** of this policy applies, the "company" will undertake to do so, but the "company" will be entitled to the "insured's" rights against all those providers of other insurance.
- h. When Coverage **B** of this insurance is excess, the "company" will pay under Coverage **B** only the "company's" 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 Coverage **B** of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all such other insurance.
- i. As used anywhere in this policy, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) The "company" or any of its affiliated insurance companies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the "insured" will be deemed to be the provider of other insurance; or
- (5) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that any "named insured" bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

13. Premiums

- a. The "First Named Insured":
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums the "company" pays.
- b. The premium shown in the Declarations may be an advance premium. If it is an advance premium, this policy will contain an endorsement that shows when and how the "company" will compute the earned premium.
 If the earned premium is greater than the advance premium, the "company" will send a bill to the "First Named Insured". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the earned premium is less than the advance premium, the "company" will return the excess to the "First Named Insured". However, if the earned premium is less than any minimum premium the "company" charged, the premium for this policy will never be less than such minimum premium.
- c. If the premium is an advance premium, the "First Named Insured" must keep records of the information the "company" needs for premium computation and must send the "company" copies of those records at such times as the "company" may request.

14. Prohibited Coverage - Trade Or Economic Sanctions.

The "company" will provide coverage for any "loss", or otherwise will provide

any benefit, only to the extent that providing such coverage or benefit does not expose the "company" or any of the "company's" affiliated or parent companies to:

- a. Any trade or economic sanction under any law or regulation of the United States of America; or
- b. Any other applicable trade or economic sanction, prohibition or restriction.

15. Prohibited Coverage - Unlicensed Insurance

- a. With respect to "loss" sustained by any "insured" located in a country or jurisdiction in which the "company" is not licensed to provide this insurance, this insurance does not apply to the extent that insuring such "loss" would violate the laws or regulations of such country or jurisdiction.
- b. The "company" does not assume responsibility for:
 - (1) The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because the "company" is not licensed to provide insurance in such country or jurisdiction; or
 - (2) The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which the "company" is not licensed to provide insurance.

16. Representations

By accepting this policy, the "named insured" agrees that:

- a. All statements in the Declarations are accurate and complete;
- b. All such statements are based upon representations made by the "First Named Insured";
- c. All statements and representations made in the application for this policy, including all information provided with the application for this policy, are accurate and complete; and
- d. The "company" has issued this policy in reliance upon all such statements and representations.

17. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the "First Named Insured", this insurance

applies:

- a. As if each "named insured" were the only "named insured"; and
- b. Separately to each "insured" against whom a "claim" is made.

18. Transfer Of Control Of Defense

If the available limits of insurance are used up, the "company" will notify the "First Named Insured" in writing of all outstanding "claims" so that the "named insured" can arrange to take control of the defense. Before the available limits of insurance are used up, the "named insured" may take over control of the defense of any outstanding "claim" only if the "company" agrees that the "named insured" may take over such defense.

The "company" will take whatever steps are necessary during a transfer of control of defense of an outstanding "claim" to continue that defense and avoid a default judgment during such transfer. The "named insured" agrees to repay the reasonable expenses incurred by the "company" for such steps taken after the available limit of insurance is used up. When the "company" takes such steps, the "named insured" agrees that the "company" does not give up any rights.

19. Transfer Or Assignment Of This Policy

This policy may not be transferred or assigned, except with the written consent of the "company", or in the case of death of a "named insured" that is an individual.

If such "named insured" dies, that "named insured's" rights and duties will be transferred to his or her legal representative but only while acting within the scope of duties as such legal representative. Until such legal representative is appointed, anyone having proper temporary custody of such "named insured's" property will have that "named insured's" rights and duties but only with respect to that property.

20. Transfer Of Rights Of Recovery Against Others To The Company

If the "insured" has rights to recover from others all or part of any payment the "company" has made under this policy in connection with a "claim", those rights are transferred to the "company". The "insured" must do nothing after the loss to impair them. At the "company's" request, the "insured" will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will help the "company" enforce them.

The "company" will apply any amounts recovered in enforcing those rights of recovery in the following order until the total amount recovered is used up:

- a. The "company" will reimburse any person or organization, including the "company" or the "insured", any amount that person or organization has paid in excess of the limits of insurance.
- b. The "company" will retain an amount equal to the amount the "company" has paid under this policy in connection with the "claim".
- c. The "company" will pay to the "insured" any remaining portion, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the "insured" has agreed in a contract or agreement to waive that "insured's" right of recovery against any person or organization, the "company" waives the "company's" right of recovery against such person or organization, but only for payments the "company" makes for "loss":

- a. Caused by an act, error or omission committed subsequent to the execution of the contract or agreement; or
- b. Because of "bodily injury", "property damage" or "environmental damage" resulting from "pollution conditions" that commence subsequent to the execution of the contract or agreement.

SECTION VI – DEFINITIONS

1. "Agreed mediation":

- a. Means a voluntary and non-binding process that:
 - (1) Is agreed to by the "company"; and
 - (2) Involves a qualified professional mediator facilitating an attempted settlement of the "claim" between the "insured" and the person or organization making the "claim".

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- b. Does not include any mediation or alternative dispute resolution that is:
- (1) Ordered or imposed by a court; or
 - (2) Otherwise legally required.
2. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
3. "Bodily injury":
- a. Means any harm, including sickness or disease, to the health of a person and including death resulting therefrom.
 - b. Includes mental anguish, injury or illness, or emotional distress.
4. "Building information modeling services" means the creation, maintenance, use or modification of, or input into, any digital model or digital representation that is part of a computer assisted design or drafting system or program.
5. "Claim" means:
- a. For the purposes of Coverage A, a written demand alleging liability on the part of the "insured" for "loss" caused by an act, error or omission.
 - b. For the purposes of Coverage B, a written demand, notice, or assertion of a legal right, including a civil, or governmental administrative or regulatory proceeding, alleging liability on the part of the "insured" for "bodily injury", "property damage" or "pollution clean-up costs".
6. "Company" means the insurance company stated in the Declarations.
7. "Company's first coverage inception date" means the date stated in Item 4. of the Declarations, which is the beginning date from which the "company", or any of its affiliated insurance companies first provided to any "named insured" coverage under any Contractors Pollution Liability policy that requires the "bodily injury", "property damage" and "environmental damage" to occur during its policy period. If no "company's first coverage inception date" is stated in the Declarations, the
- "company's first coverage inception date" will be deemed to be the first day of the "policy period".
8. "Contractors Pollution Liability Coverage" means:
- a. Any of the following:
 - (1) Contractors Pollution Liability Coverage;
 - (2) Contractors Pollution Liability Coverage - Claims-Made; or
 - (3) Contractors Pollution Liability Protection - Claims-Made; or
 - b. Contractors Pollution Liability insurance that is part of any policy that provides Contractors Professional Liability coverage and Contractors Pollution Liability coverage.
9. "Contractors Professional Liability Coverage" means:
- a. Any of the following:
 - (1) Contractors Professional Liability And Indemnity Coverage - Claims-Made; or
 - (2) Contractors Professional Liability Protection - Claims Made; or
 - b. Contractors Professional Liability insurance that is part of any policy that provides Contractors Professional Liability coverage and Contractors Pollution Liability coverage.
10. "Coverage territory" means anywhere in the world.
11. "Covered operations" means operations performed for others by or on behalf of the "named insured" that are specifically listed in Item 5. of the Declarations.
12. "Deductible recovery expenses" means all fees, costs and expenses incurred by the "company" and its attorneys to recover a deductible amount in a legal proceeding brought by the "company" against the "named insured". But if the deductible amount awarded to the "company" is less than the full amount of the deductible payment the "company" sought, "deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment the "company" sought.
13. "Defense expenses":
- a. Means any of the following which can be directly allocated to a particular "claim" or "emergency response costs" loss:

- (1) Fees, costs and expenses of attorneys or other authorized representatives where permitted, for legal services, whether by outside or staff representatives;
 - (2) Fees, costs and expenses of court or alternative dispute resolution proceedings and other specific items of expense, whether incurred by an outside vendor or by one of the "company's" employees, including:
 - (a) Expert testimony;
 - (b) Autopsy;
 - (c) Witnesses and summonses;
 - (d) Copies of documents such as birth and death certificates and medical treatment records;
 - (e) Surveillance or other professional investigations which are conducted as part of handling of a "claim" or "emergency response costs" loss; and
 - (f) Loss prevention and engineering services which are conducted as part of handling of a "claim" or "emergency response costs" loss;
 - (3) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The "company" will not be the principal under these bonds and does not have to furnish these bonds;
 - (4) All reasonable expenses incurred at the "company's" request by the "insured" who is an individual to assist the "company" in the investigation or defense of the "claim" or "emergency response costs" loss, including actual loss of earnings of up to \$500 a day by that individual because of time taken off from work; or
 - (5) All costs taxed against the "insured" in the civil, or governmental administrative or regulatory proceeding, for that part of the judgment or order the "company" pays.
 - b. Does not include:
 - (1) The "company's" expenses, including salaries, overhead and traveling expenses of the "company's" employees, except for those fees, costs or expenses described in Paragraphs a.(1) or a.(2) above incurred while handling a "claim" or "emergency response costs" loss;
 - (2) Fees paid to independent claims professionals (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a "claim" so that a determination can be made of the cause or extent of, or responsibility for, "loss", including evaluation and settlement of "claims" to which this insurance applies;
 - (3) Any prejudgment interest awarded against the "insured"; or
 - (4) Any interest on a judgment that accrues after entry of the judgment.
14. "Emergency response costs" means reasonable and necessary expenses incurred by or on behalf of any "named insured" for actions taken within the first 72 hours after any "insured's" discovery of the "pollution conditions" to abate, remove or remediate "pollution conditions" in response to an imminent and substantial threat of "bodily injury" or an imminent and substantial threat to the environment.
15. "Employee":
 - a. Includes:
 - (1) A former or retired employee; and
 - (2) A "leased worker".
 - b. Does not include a "temporary worker".
16. "Environmental damage":
 - a. Means the harmful or damaging presence of "pollutants" that results in "pollution clean-up costs".
 - b. Does not include "property damage".
17. "Environmental laws" means any federal, state, provincial, tribal or local law, regulation or statute, or any governmental, judicial or administrative order or directive, governing liabilities or responsibilities of the "insured" with respect to "pollution conditions".
18. "Executive officer" means any person holding an officer position created by the charter, constitution, by-laws or any other similar governing document of a corporation or of any organization other than a partnership, joint venture or limited liability company.

19. "First Named Insured" means the first person or organization stated in Item 1. of the Declarations.

20. "Financial interest" means the insurable interest in a "foreign insured organization" because of:

- a.** Sole ownership of, or majority ownership interest in, such "foreign insured organization", either directly or through one or more intervening subsidiaries;
- b.** Indemnification of, or an obligation to indemnify;
 - (1) Such "foreign insured organization" for a "foreign Coverage A loss", "foreign Coverage B pollution legal liability loss" or "foreign Coverage B emergency response costs loss"; or
 - (2) Any other "insured" for whom such "foreign insured organization" is liable for a "foreign Coverage A loss" or a "foreign Coverage B pollution legal liability loss"; or
- c.** An obligation to obtain insurance for such "foreign insured organization".

21. "Foreign Coverage A "loss" means:

- a.** "Loss" the "insured" is legally obligated to pay caused by an act, error, or omission to which Coverage A of this insurance would have applied;
- b.** "Defense expenses" that the "company" would have paid to defend the insured against any "claim" for "loss" that the "company" would have defended under - Coverage A; or
- c.** Payments described in Paragraph 4., Supplementary Payments - Coverage A, that the "company" would have made with respect to any "claim" against an "insured" that the "company" would have settled or defended;

but for the fact that such "insured" is located in any country or jurisdiction in which the "company" is not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

22. "Foreign Coverage B emergency response costs loss" means "loss" that is "emergency response costs" incurred by or on behalf of any "named insured" and to which Emergency Response Costs For Pollution in Coverage B of this insurance would have applied but for the fact that

such "named insured" is located in any country or jurisdiction in which the "company" is not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

23. "Foreign Coverage B pollution legal liability loss" means:

- a.** "Loss" the "insured" is legally obligated to pay:
 - (1) Because of "bodily injury" or "property damage"; or
 - (2) That is "pollution clean-up costs"; to which Pollution Legal Liability in Coverage B of this insurance would have applied; or
- b.** "Defense expenses" described in Paragraph 3., Defense - Coverage B, with respect to any "claim" against an "insured" that the "company" would have defended under Pollution Legal Liability in Coverage B; or

but for the fact that such "insured" is located in any country or jurisdiction in which the "company" is not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

24. "Foreign insured organization" means any organization that:

- a.** Is an "insured" under Coverage A, an "insured" under Pollution Legal Liability in Coverage B or a "named insured" under Emergency Response Costs For Pollution in Coverage B; and
- b.** Is located in a country or jurisdiction in which the "company" is not licensed to provide this insurance and where providing this insurance would violate the laws or regulations of such country or jurisdiction.

25. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

26. "Insured" means:

- a.** Any "named insured";
- b.** The "named insured's" legal representative if the "named insured" dies or if the "named insured" is declared mentally incompetent, but only with respect to duties as such. That representative will have all rights and duties of such "named insured"

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under this policy;

c. Only for the purposes of:

- (1) Coverage **A**, and only with respect to the conduct of the "named insured's" contractor business; and
- (2) Coverage **B**, and only with respect to the conduct of "covered operations" for the "named insured's" business;

the following persons or organizations:

- (1) The "named insured's" spouse, if such "named insured" is designated in the Declarations as an individual, but only with respect to a business of which:
 - (a) Such "named insured" is the sole owner; or
 - (b) Such "named insured" and spouse are the sole owners;
- (2) The "named insured's" partners, members and their spouses, if such "named insured" is designated in the Declarations as a partnership or joint venture;
- (3) The "named insured's" former or retired partners who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired partner, if such "named insured" is designated in the Declarations as a partnership, but only for their performance of duties under such contract or agreement;
- (4) The "named insured's" members, if such "named insured" is designated in the Declarations as a limited liability company;
- (5) The "named insured's" former or retired members who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired member, if such "named insured" is designated in the Declarations as a limited liability company but only for their performance of duties under such contract or agreement;
- (6) The "named insured's" managers, if such "named insured" is designated in the Declarations as a limited liability company, but only with respect to their duties as such "named insured's" managers;

- (7) The "named insured's" "executive officers" and directors, if such "named insured" is designated in the Declarations as an organization other than a partnership, joint venture, limited liability company, but only with respect to their duties as such "named insured's" "executive officers" or directors;

- (8) The "named insured's" stockholders, if such "named insured" is designated in the Declarations as an organization other than a partnership, joint venture, limited liability company, but only with respect to their liability as such "named insured's" stockholders; and

(9) Each of the following:

- (a) The "named insured's" "employees", other than either the "named insured's" managers (if it is a limited liability company) or the "named insured's" "executive officers" (if it is an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by such "named insured" or for their performance of duties related to the conduct of such "named insured's" business; and
- (b) The "named insured's" former or retired "employees" that such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired "employee" but only for the performance of duties under such contract or agreement.

However, none of these "employees" are "insureds" for:

- (a) "Loss" because of "bodily injury":
 - (i) To any "named insured", to any "named insured's" partners or members (if it is a partnership or joint venture), to any "named insured's" members (if it is a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of the "named insured's" business;

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(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that "employee", described in Paragraph (a)(i) above; or

(iii) For which there is any obligation to share "loss" with or repay someone else who must pay "loss" because of the injury described in Paragraphs (a)(i) or (ii) above; or

(b) "Property damage" to, or "pollution clean-up costs" for, property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

any "named insured" or any of its "employees", any "named insured's" partners or members (if it is a partnership or joint venture), or any "named insured's" members (if it is a limited liability company). For the purposes of Coverage A, this exclusion does not apply to "property damage" to any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where operations are being performed by or on behalf of the "named insured" that are part of the "named insured's" contractor business". For the purposes of Pollution Legal Liability in Coverage B, this exclusion does not apply to "property damage" to, or "pollution clean-up costs" for, any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where "covered operations" are being performed; and

d. Only for the purposes of Coverage B, any person or organization that enters into a written contract with the "named insured" in which such "named insured" agrees to:

(1) Perform work for that person or organization, or rent or lease from that person or organization equipment owned or leased by that person or organization; and

(2) Include that person or organization as an insured under this insurance.

However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up costs" arising out of:

(1) "Covered operations" performed for such person or organization; or

(2) Such "named insured's" operation, maintenance or use of such equipment while such "named insured" rents or leases it for "covered operations" of such "named insured";

and only to the extent that the "bodily injury", "property damage" or "environmental damage" results from, "pollution conditions" caused by acts or omissions of the "named insured" or any of the "named insured's" subcontractors.

No such person or organization is an "insured" for "bodily injury", "property damage" or "environmental damage" arising out of:

(1) "Pollution conditions" that commenced before the written contract was signed by the "named insured"; or

(2) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before the written contract was signed by the "named insured".

The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract, or the limits shown in the Declarations, whichever are less.

27. "Insured contract" means that part of any contract or agreement pertaining to "covered operations" under which the "named insured" assumes the "tort liability" of another to pay "loss" because of "bodily injury" or "property damage" sustained by others or "loss"

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that is "pollution clean-up costs" incurred by others.

28. "Leased worker":

- a. Means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
- b. Does not include a "temporary worker".

29. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft, watercraft or wheeled vehicle designed for travel on railroad tracks;
- b. While it is in or on an "auto", aircraft, watercraft or wheeled vehicle designed for travel on railroad tracks; or
- c. While it is being moved from an "auto", aircraft, watercraft or wheeled vehicle designed for travel on railroad tracks to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft, watercraft or wheeled vehicle designed for travel on railroad tracks.

30. "Loss " means:

- a. For the purposes of Coverage **A**:
 - (1) Compensatory damages; and
 - (2) Punitive or exemplary damages, if such damages are insurable under the law that applies,
- b. For the purposes of Pollution Legal Liability under Coverage **B**:
 - (1) Compensatory damages;
 - (2) Punitive or exemplary damages, if such damages are insurable under the law that applies,
 - (3) "Pollution clean-up costs";
 - (4) Prejudgment interest awarded against the "insured" on that part of the judgment which the "company" pays, which exceeds the applicable deductible and which is within the applicable limit of insurance. If the "company" makes an offer to pay the applicable limit of insurance, "loss" does not include any

prejudgment interest based on that period of time after the offer;

- (5) All interest on the full amount of any judgment that accrues after entry of the judgment and before the "company" has paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If the "company" does not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, "loss" does not include any interest that accrues on that portion of the judgment; and

- (6) The cost of any required appeal bond for any judgment that the "company" appeals, but only for bond amounts for that part of the judgment that is for "loss" to which Pollution Legal Liability coverage under Coverage **B** of this insurance applies and which is within the applicable limit of insurance. The "company" will pay, or reimburse the "insured" for, the cost of a higher appeal bond amount if the "company" is required to do so under the law that applies. The "company" will not be the principal under any appeal bond and does not have to furnish any appeal bond.

"Loss" because of "bodily injury" includes reasonable and necessary expenses incurred to perform medical monitoring for physical harm, including sickness or disease, to the health of a person.

- c. For the purposes of Emergency Response Costs For Pollution in Coverage **B**, "emergency response costs".

31. "Low-level radioactive waste" means low level radioactive waste as defined in Title 10 Code of Federal Regulations as of the first day of the "policy period".

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises any "named insured" owns or rents;
- c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers; or

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

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

33. "Named insured" means any person or organization stated in Item 1. of the Declarations.

34. "Named insured's contractor professional services":

a. Means any of the following services:

- (1) Architect, engineer or surveyor professional services.
- (2) Construction management services if the "named insured" has specifically agreed in a written contract to perform in the capacity of a construction manager.
- (3) Any other services described in an endorsement which replaces or adds to this definition, if any such endorsement is part of this policy.

b. Includes "building information modeling services" in connection with any of the services described in Paragraph **a.** above.

35. "Named insured's product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed by:
 - (a) Any "named insured";
 - (b) Others trading under any "named insured's" name; or
 - (c) A person or organization whose business or assets any "named insured" has acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any "named insured's product"; and
- (2) The providing of, or failure to provide, warnings or instructions.

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

36. "Named insured's work":

a. Means:

- (1) Work or operations performed by or on behalf of any "named insured"; and

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- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any "named insured's work"; and

- (2) The providing of, or failure to provide, warnings or instructions.

37. "Natural resources" means land, fish, wildlife, biota, air, surface or ground water, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any foreign government, any Indian tribe or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

38. "Non-owned disposal site" means a premises, site or location that:

- a.** Is not, and was not at any time, owned or operated by any "insured";
- b.** Is located outside the boundaries of a job site where "covered operations" are being performed; and
- c.** Is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.

39. "Owned disposal site" means a premises, site or location that:

- a.** Is, or was at any time, owned or operated by any "insured";
- b.** Is located outside the boundaries of a job site where "covered operations" are being performed; and
- c.** Is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.

40. "Policy period" means the Policy Period shown in Item 2. of the Declarations. However, if this policy is canceled, the "policy period" ends on the effective date of the cancellation. If any applicable coverage is added by endorsement issued by the "company" as part of this policy, "policy period" for that coverage means the period in which such endorsement is in effect. If any coverage of this policy or any coverage added by endorsement is cancelled, the "policy period" for that coverage ends on the effective date of

the cancellation.

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

42. "Pollution clean-up costs":

a. Means:

(1) Reasonable and necessary expenses incurred for "pollution conditions" to test for, monitor, clean up, remove, contain, treat, dispose of, detoxify or neutralize, or assess the effects of, "pollutants" to the extent required by "environmental laws" governing the "pollution conditions"; and

(2) Reasonable and necessary expenses required to restore, repair or replace real or personal property of others to substantially the same condition as it was immediately before the "pollution conditions", if such property is damaged by or on behalf of the "insured" during the course of responding to "pollution conditions" by performing operations described in Paragraph (1) above.

b. Does not include any expenses incurred to perform medical monitoring for any "bodily injury".

43. "Pollution conditions" means the discharge, dispersal, seepage, migration, release or escape of "pollutants", provided that no part of such discharge, dispersal, seepage, migration, release or escape is expected or intended from the standpoint of the "insured".

44. "Professional services" includes:

a. Preparing, approving, or failing to prepare or approve:

(1) Maps, shop drawings, opinions, reports, surveys, field orders or change orders; or

(2) Drawings and specifications;

b. Any architectural, engineering or surveying activity;

c. Construction management services; and

d. Supervisory or inspection activities performed as part of any related architectural, or engineering or surveying activities or related construction management services.

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45. "Property damage":

a. Means:

- (1) Physical damage to tangible property of others, including all resulting loss of use of that property and including diminished value of that property; or
- (2) Loss of use of tangible property of others that is not physically damaged.

b. Does not include "environmental damage".

For the purposes of this insurance:

a. "Natural resources" are tangible property; and

b. Electronic data is not tangible property.

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

46. "Radioactive or nuclear material" means:

a. Any radioactive material; and

b. Any of the following materials defined in the Atomic Energy Act of 1954 or any of its amendments:

- (1) Source material;
- (2) Special nuclear material; or
- (3) By-product material.

47. "Related acts, errors or omissions" means two or more acts, errors or omissions that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

48. "Responsible person" means any of the following:

a. The "named insured" or the "named insured's spouse (if the "named insured" is an individual);

b. Any person while he or she is:

- (1) Any "named insured's" partner or member, or his or her spouse, (if such "named insured" is a partnership or joint venture);

(2) Any "named insured's" manager (if such "named insured" is a limited liability company);

(3) Any "named insured's" "executive officer" or director (if such "named insured" is an organization other than a partnership, joint venture or limited liability company); or

(4) Any "employee" of any "named insured" who:

(a) Is or acts as the "named insured's" risk manager, or holds a position in the "named insured's" insurance, risk management or legal department;

(b) Is a manager or supervisor; or

(c) Is responsible for environmental health and safety, or environmental affairs, control or compliance at the "named insured's" job site, but such person is a "responsible person" only for the purposes of Coverage B; or

c. Any person while he or she is:

(1) A partner or member of any organization that is a partnership or joint venture;

(2) A manager of any organization that is a limited liability company;

(3) An "executive officer" or director of any organization other than a partnership, joint venture or limited liability company; or

(4) An "employee" of any of such organizations who:

(a) Is or acts as such organization's risk manager, or holds a position in such organization's insurance, risk management or legal department;

(b) Is a manager or supervisor; or

(c) Is responsible for environmental health and safety, or environmental affairs, control or compliance at such organization's job site, but such person is a "responsible person" only for the purposes of Coverage B;

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if such organization is any "named insured's" partner or member (if such "named insured" is a partnership or joint venture) or manager (if such "named insured" is a limited liability company).

- 49.** "Temporary worker" means a person who is furnished to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 50.** "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

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Oregon Workers' Compensation Certificate of Insurance



Certificate holder:

CITY OF MILWAUKIE
6101 SE JOHNSON CREEK BLVD.
MILWAUKIE, OR 97206

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

| Insured | | Producer/contact | |
|--|--------------------------|---------------------------|---------------------------|
| Landis & Landis Construction LLC PO Box 50 Marylhurst, OR 97036-0050 | | | |
| Issued | 09/17/2018 | Limits of liability | |
| Policy | 935585 | Bodily Injury by Accident | \$1,000,000 each accident |
| Period | 10/01/2018 to 10/01/2019 | Bodily Injury by Disease | \$1,000,000 each employee |
| | | Body Injury by Disease | \$1,000,000 policy limit |

Description of operations/locations/special items

2017 CLAY SEWER PIPE REPLACEMENT (CIP-2017-X10)

All Projects

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative

A handwritten signature in black ink, appearing to read "Kerry Barnett", is written over a horizontal line.

Kerry Barnett
President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812