

Contract Form: Exhibit B

Exhibit B

ADDITIONAL INFORMATION SHEET

Proposal Name: Robert Crown Community Center & Ice Complex

Proposal Number #: 17-57

Company Name: Bulley & Andrews

Contact Name: Tim Puntillo

Address: 1755 W. Armitage Ave.

City, State, Zip: Chicago, IL 60622

Telephone/FAX: # 773.235.2433/773.235.2471

E-mail: timpuntillo@bulley.com

Comments: _____

Contract Form: Exhibit C

Exhibit C

CONFLICT OF INTEREST FORM

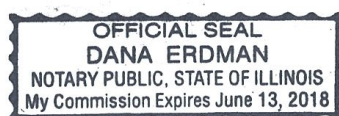
Bulley & Andrews, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

Bulley & Andrews

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 7th day of November, 2017.



A handwritten signature in blue ink, appearing to read 'Dana Erdman', written over a horizontal line.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal


Contract Form: Exhibit D

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature:  Company Name: Bulley & Andrews

Typed/Printed Name: Tim Puntillo Date: 11/7/17

Title: Executive Vice President Telephone Number: 773.235.5813

Email: tpuntillo@bulley.com Fax Number: 773.235.2471

Contract Form: Exhibit E

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

Tim Puntillo, being first duly sworn,
deposes and says that he is Vice President, Construction Contracts
(Partner, Officer, Owner, Etc.)

of Bulley & Andrews
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Bulley & Andrews
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 7th day of November, 2017

Dana Erdman
Notary Public

Commission Expires: 6/13/18



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

Contract Form: Exhibit H

Exhibit H

M/W/EBE PARTICIPATION WAIVER REQUEST

I am Executive Vice President of Bulley & Andrews, and I have authority to
(Title) (Name of Firm)

execute this certification on behalf of the firm. I Tim Puntillo do
(Name)

hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal
for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

NA

1. No M/W/EBEs responded to our invitation to bid.

NA

2. An insufficient number of firms responded.

For #1 & 2, no

For Task 1&2 - Waiver not required per our M/W/EBE Plan

outreach efforts

at least 15 qualified M/W/EBEs

Also, please attach the accompanying form

regarding contacting the Assist Agencies.

no subcontracting opportunities exist.

Please provide a written explanation of why subcontracting is not feasible.

NA

4. M/W/EBE participation is impracticable.

Please provide a written explanation of why M/W/EBE participation is impracticable.

Therefore, we request to waive _____ of the 25% utilization goal for a revised goal of _____%.

Signature: 
(Signature)

Date: 11/7/17

Contract Form: Exhibit I

Exhibit I

Construction Contractors' Assistance Organizations ("Assist Agencies") Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847/5259693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773/483-4000 Fax: 773/483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880 Fax: 312-755-8890 Email: info@chicago-bdc.org Shellina...			
Federated Builders of Chicago 565C... Chicago... Phone... Fax: 312... Email: F...chicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312/666-5910 Fax: 312/666-5692 Email: info@haciaworks.org			
Women's Business Development Center 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

Will be completed during outreach prior to competitive trade bidding process. Please see M/W/EBE narrative in section nine of this proposal.

Contract Form: Exhibit J

EXHIBIT J

LOCAL EMPLOYMENT PROGRAM COMPLIANCE
CITY CODE SECTION 1-17-1(C): LOCAL EMPLOYMENT PROGRAM

I have read and understood the requirements of the City of Evanston Local Employment Program ("LEP") as set forth in City of Evanston Code Section 1-17-1(C): Local Employment Program. I intend to comply with the program as follows:

Estimated total labor cost = _____ 15% of total labor cost = _____

- _____ My total bid, including all alternates, is under \$250,000, and the LEP does not apply.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I already employ, and will continue to employ for the duration of the contract for which I am submitting this bid, Evanston residents* (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements for the duration of the contract for which I am submitting this bid, through _____ otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.
- _____ My total bid, including all alternates, is equal to or greater than \$250,000, and I have been unable to comply with the LEP requirements for the duration of the contract for which I am submitting this bid, through _____ otherwise, Evanston residents (residing in zip codes 60201 or 60202) for at least 15% of all hours worked at the construction site by construction trade workers.

To be completed after competitive trade bidding process.

_____ My total bid, including all alternates, is equal to or greater than \$250,000, and after having made sincere attempt as otherwise indicated below, I seek a waiver on a portion or all of the LEP requirements on this project. I have completed next section "Reasons for Waiver Request" below.

I UNDERSTAND THAT FAILURE TO COMPLY WITH THE LEP, REGARDLESS OF INTENT, MAY RESULT IN MAXIMUM PENALTY AS SET FORTH IN CITY CODE SECTION 1-17-1(C)(11), AS AMENDED.

WAIVER WILL BE GRANTED ONLY AFTER SINCERE ATTEMPT TO COMPLY*

REASONS FOR WAIVER REQUEST: PLEASE CHECK ALL THAT APPLY AND COMPLETE INFORMATION REQUESTED:

1. I have made sincere attempt as otherwise indicated below, but have nonetheless been unable to comply.
 - a. I do or will employ Evanston residents for the project, but such employment amounts to _____% of total labor cost.
 2. The nature of the job is so technical that after having made sincere attempt as otherwise indicated below, I have been unable to locate any Evanston residents qualified to perform any aspects of the work. Please describe applicable job requirements/qualifications. Attach _____ separate _____ sheet _____ if _____ necessary: _____

***THE FOLLOWING DEMONSTRATE SINCERE ATTEMPT TO COMPLY: PLEASE CHECK EACH BOX COMPLETED, AS APPLICABLE:**

3. I have utilized the local resident database and otherwise worked with the City in attempt to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply;
4. I have placed one or more ads in a local newspaper seeking to hire Evanston residents in compliance with LEP on this project, and have nonetheless been unable to comply; and
5. If I am utilizing union labor, I have contacted Chicagoland labor unions to request Evanston residents for employment in compliance with LEP on this project, and have nonetheless been unable to comply.

I have read The City of Evanston, Local Employment Program (LEP) requirements as set forth in City Code Section 1-17-1(C): Local Employment Program. I understand and will comply with the LEP requirements for this project with respect to the job and/or any waiver, as applicable. **I UNDERSTAND THAT IF MY APPLICATION IS NOT COMPLETE, MY BID MUST BE REJECTED.**

SIGNED: 
Signature Printed Name and Title Date
Tim Puntillo, Executive Vice President 11/7/17

On behalf of Company: Bulley & Andrews

Contract Form: Exhibit K

EXHIBIT K

CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of Evanston, Cook, County, Illinois, that all work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130 *et seq*, and as amended by Public Acts 86-799 and 86-693 and current City of Evanston Resolution, with rates to be paid in effect at time work is performed. Contractors shall submit monthly certified payroll records to the city.

Name of Contractor: Bulley & Andrews

By: Tim Puntillo

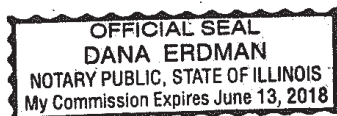
By: State of Illinois, County of Cook

Subscribed and sworn to before me this 7th day

of November, 2017.



Notary Public



Bid Bond

CNA SURETY

801 Warrenville Road, Suite 700, Lisle, IL 60532

Kate Pincus

Underwriting Specialist

Telephone 630-719-3025

Facsimile 630-719-3305

Email Katherine.pincus@cnaSurety.com

November 2, 2017

ATTN: Tammi Nunez, Purchasing Manager
City of Evanston - Purchasing Office, Room 4200
Lorraine H. Morton Civic Center
2100 Ridge Avenue
Evanston, IL 60201

Re: Bulley & Andrews, LLC
Surety prequalification – Robert Crown Community Center & Ice Complex (RFP No. 17-57)

To Whom It May Concern:

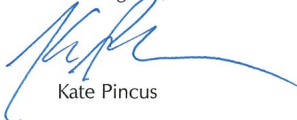
We are providing this information at the request of our Principal, Bulley & Andrews.

We have been providing surety bonds for Bulley & Andrews since 1976. We have approved bonds for them covering jobs up to \$100MM and aggregate surety programs of up to \$500MM. We continue to be confident in Bulley and Andrew's ability to perform and we recommend them for your favorable consideration.

Bulley & Andrews has or is about to submit a proposal for the Robert Crown Community Center & Ice Complex project. If a contract for this work is awarded to Bulley & Andrews, it is our present intention to write the performance bond and labor and material bond required by the contract via a co-surety arrangement between Western Surety Company, of the CNA companies, and Munich Reinsurance America, Inc. This is contingent upon our satisfaction with the contract documents and Bulley & Andrews continuing to satisfy our underwriting considerations.

Please advise if there are any questions. Thank you.

Best regards,



Kate Pincus

 **AIA® Document A310™ – 2010**

Bid Bond

CONTRACTOR:

(Name, legal status and address)
BULLEY & ANDREWS, LLC
1755 W. Armitage Ave.
Chicago, IL 60622

SURETY:

(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
333 South Wabash Avenue, 41st Floor
Chicago, IL 60604

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

OWNER:

(Name, legal status and address)
CITY OF EVANSTON
2100 Ridge Avenue, Evanston, IL 60201

MUNICH REINSURANCE AMERICA INC.
555 College Road East
P.O. Box 5241
Princeton, NJ 08543

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

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Robert Crown Community Center and Ice Complex
Construction Manager Services RFP# 17-57

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

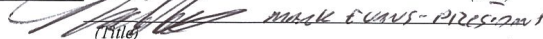
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of November, 2017


(Witness)

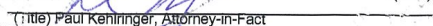

(Witness) Kyle Smith

BULLEY & ANDREWS, LLC
(Principal) (Seal)


(Title) Paul Kehring, Attorney-in-Fact

WESTERN SURETY COMPANY
(Surety) (Seal)

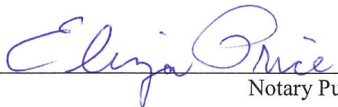

(Title) Paul Kehring, Attorney-in-Fact


(Title) Paul Kehring, Attorney-in-Fact

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STATE OF Illinois
COUNTY OF Cook

I, **Eliza Price**, Notary Public of Cook County, in the State of Illinois, do hereby certify that **Paul Kehrlinger** Attorney-in-Fact, of the **Munich Reinsurance America Inc.**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the **Munich Reinsurance America Inc.**, for the uses and purposes therein set forth. Given under my hand and notarial seal in said County, this 2nd day of November, 2017



Notary Public



CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), a corporation of the State of Delaware, with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Paul Kehlring, Daniel E. Panek

its true and lawful Attorneys-in-Fact, at Chicago in the State of Illinois each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

twenty five million Dollars (\$ 25,000,000.00)
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

This power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said Attorney(s)-in Fact is authorized to act of June 30, 2019.

In Witness Whereof, Munich Reinsurance America, Inc. (formerly American Re-Insurance Company) has caused these presents to be signed by its President or one of its Vice-Presidents hereunto duly authorized, and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, this fourth day of April, 2017 at Princeton, N.J.

(Corporate Seal)

Attest: Robin Willcox
Robin Willcox, Secretary

Munich Reinsurance America, Inc.

By: Steven Wilson
Steven Wilson, Senior Vice President

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

ss.:

On the fourth day of April, 2017 before me personally came Steven Wilson to me known, who being by me duly sworn did depose and say that he/she resides in Hopewell, New Jersey

that he/she is a Vice-President of Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), the corporation described in and which executed the above instrument; that he/she knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order.

(Notarial Seal)

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

ss.:

The undersigned, Robin Willcox hereby certifies:

1. That the undersigned is Secretary or Assistant Secretary of Munich Reinsurance America, Inc. (formerly American Re-Insurance Company), a corporation of the State of Delaware;

2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;

3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 27, 1975, and has not since been revoked, amended or modified.

"RESOLVED that each of the following officers of this Company, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be and he/she hereby is, authorized, from time to time in his/her discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by him/her necessary or desirable for the purpose of carrying on this Company's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Company's name and on its behalf, and under its seal or otherwise, bonds, obligations and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, reinsurance treaties, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's insurance and reinsurance business, and renewals, extensions, agreements, waivers, consents or stipulations renewing, extending, amending, supplementing, reinstating, or cancelling contracts or undertakings so made, or approving or consenting to the modification, alteration or assignment of agreements or specifications referred to in contracts or undertakings so made."

4. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Executive Committee of the Board of Directors of said Corporation duly held the first day of October, 1970, and has not since been revoked, amended or modified:

"Resolved, that the signature of any authorized officer of the Company and the Company seal may be affixed by facsimile to any power of attorney and seal, and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

5. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 2nd day of

November 2017

(Corporate Seal)

Robin Willcox
Robin Willcox, Secretary

CNA-3282-2

Munich Reinsurance America, Inc.

BALANCE SHEET AS AT December 31, 2016

(Statutory Basis)

Assets		Liabilities, Capital and Surplus	
Cash and Invested Assets:		Liabilities:	
Cash	(\$3,461,192)	Outstanding Losses and Loss Expense	\$6,172,113,406
Bonds	11,845,332,084	Unearned Premiums	1,182,630,978
Preferred Stocks	2,500,000	Funds Held Under Reinsurance Treaties	4,462,186,930
Common Stocks	86,613,952	Loss Balances In course of Payment	303,210,943
Real Estate (Company Occupied)	91,699,982	Ceded Reinsurance Premiums Payable	29,033,345
Short Term Investments	353,777,797	Commissions, Taxes and Other Liabilities	741,571,525
Other Invested Assets	543,012,307	Total Liabilities	<u>12,890,747,127</u>
Receivable for Securities	4,751,729		
Total Cash and Invested Assets	<u>12,924,226,659</u>		
Other Assets:		Capital and Surplus:	
Premiums and Considerations	853,356,847	Common Capital Stock	8,235,771
Funds Held By Reinsured Companies	1,691,449,352	Paid-In Surplus	4,446,998,348
Reinsurance Recoverable on Paid Losses	67,703,426	Special Surplus Funds	12,676,369
Other Amounts Recoverable - Reinsurance	1,480,558,390	Unassigned Surplus	351,623,499
Net Deferred Tax Asset	334,333,713	Total Capital and Surplus	<u>4,819,533,987</u>
Investment Income Due and Accrued	74,121,820	Total Liabilities, Capital and Surplus	<u>\$17,710,281,114</u>
Miscellaneous Assets	284,530,908		
Total Other Assets	<u>4,786,054,456</u>		
Total Admitted Assets	<u>17,710,281,114</u>		

Valuation of securities on National Association of Insurance Commissioners basis

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX } SS.:

I, **ROBIN H. WILLCOX**, Secretary of Munich Reinsurance America, Inc. a Delaware Corporation, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Corporation, as of December 31, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at PRINCETON, NJ this 2nd day of November, 2017.

Robin Willcox

Secretary

STATE OF Illinois
COUNTY OF Cook

I, **Eliza Price**, Notary Public of Cook County, in the State of Illinois, do hereby certify that **Katherine Pincus** Attorney-in-Fact, of the **Western Surety Company**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the **Western Surety Company**, for the uses and purposes therein set forth. Given under my hand and notarial seal in said County, this _____ day of _____, _____


Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel E. Panek, Andrea Warning, Hannah Niziolek, Cinzia Giannoni-Dedic, Katherine Pincus, Barbara A. Foy, Kim Pettis, Kyle R. Smith, Benjamin Wells, Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of December, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat

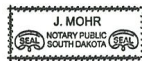
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of December, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of November, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

M/W/EBE & LEP Plan

B&A is committed to equal and representative employment, as well as business and community opportunities for residents of the City of Evanston, notably minorities and women. Our firm maintains high standards in all efforts related to achieving diversity on our projects, a significant element of which is securing participation by Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises (M/W/DBE). For the Robert Crown Project we will be bringing that commitment and experience to include Evanston Residents and Evanston Business Enterprises

Striving for continuous improvement is a cornerstone of our business model. We consider achieving high percentages of M/WBE participation to be a tangible and relevant example of how we can improve on our performance for our clients. Keys to our success in achieving new heights of M/WBE participation include:

A PROACTIVE APPROACH

B&A establishes and implements a results-oriented program to meet our client's objectives. The Senior Project Manager, Peter Kuhn is responsible for facilitating communication during the bidding process to attract qualified firms, managing contract negotiations and awarding contracts in a manner which ensures MBE/WBE firms are given appropriate consideration. B&A's Diversity Compliance Officer, Joel Klahn oversees these activities to ensure outreach, monitoring and reporting activities are properly executed.

As a part of internal "best practices", our staff is continually sharing and accessing information about M/WBE firms that are candidates for additional opportunities. This is done in an effort to help M/WBE firms expand their reach and earn more business opportunities. B&A currently maintains a prequalified list of nearly 200 M/WBE subcontractors and suppliers that we consistently invite to bid and work on our projects. With this strong pool from which we can draw, we are confident we can meet, if not exceed, our client's established goals.

For the Robert Crown Project, B&A has joined forces with a substantial and successful MBE certified General Contractor: Bowa Construction. Senior executives from both firms have a long history of working successfully in collaboration to achieve great client satisfaction and incredible M/WBE participation.

Nosa Ehimwenman, President and Owner of Bowa Construction, also has the added distinction of growing up in Evanston and skating and playing hockey at the current Robert Crown Ice Rink.



A diverse, skilled and commitment workforce is an asset to every project.

We will bring our past experience together to achieve four principal goals on this project:

1. Budget – construction cost maintained at the level of available funding through respect and collaboration on the needs of the project and vision of the Architect.
2. Quality – through our use of Lean principals and integrated project delivery, we will eliminate rework and waste during preconstruction and project execution. Delivering superior outcomes on the quality of construction.



Bulley & Andrews' team is diverse and committed to our clients' success.

3. Schedule – because of our depth of experience in commercial and municipal construction, particularly ice rinks and recreation centers, we are confident that we can meet or beat the published goals of the RFP for the four construction task deliverables.

4. Diversity – because of our knowledge of the marketplace and experience independently and together on past ventures together we will guarantee a minimum of 25% MBE, 5 WBE, and one EBE for the overall project volume.

Our value proposition is simple: all four goals are non-negotiable. One will not be sacrificed for the other. The project can be thought of as a four legged stool such that if one leg is removed, the project will “tip over” and will not meet the stakeholders’ conditions of satisfaction.

Our commitment as it pertains to trade value participation and staffing commitment is outlined in greater detail in Section three.

Task 1, which is focused on design completion and preconstruction planning: B&A & Bowa commit our best resources and senior leadership involvement to making this phase successful.

Task 2a-c, new building occupancy, demolition complete and final project occupancy for all phases delivers the majority of the participation commitment with measurable “boots on the ground” work force goal achievement (including local residents) and successful Evanston and M/WBE trade contractor engagement. We have used current City of Evanston Specifications for Minority, Women, and Evanston Business Enterprise Participation reporting tools to forecast our success on this topic during the execution phase. The forms can only be fully completed once the project is competitively bid following our foundational interest generation and outreach processes detailed below.

B&A & Bowa are resolute in our commitment to achieve minimum levels 21% MBE, 18% WBE, and 2% EBE on this important assignment.

PROMOTING DIVERSITY FROM THE TOP DOWN

The policy of B&A is to extend equal opportunity and fair treatment to all employees and, as such, we recruit, hire, train, compensate, promote and provide conditions of employment without regard to a person’s race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status or other characteristics protected by law. We afford all qualified applicants and employees an equal opportunity

to compete for employment and advancement within the company. B&A is proud of our diverse company culture including employees, subcontractors and suppliers.

COMMUNITY OUTREACH

We work closely with our clients and the Business Diversity Compliance Officer for the institution and various trade organizations to coordinate job fairs and identify local trades persons. This not only adds value towards local hiring initiatives, but will ultimately create a sense of pride for these individuals in having been part of building a new project for their community. B&A has already commenced this process by meeting with Sharon Johnson, Evanston Diversity Officer, to begin collaboration on how the Robert Crown Project can set a new standard in Evanston for performance in this area.



The Hansberry College Prep project engaged local subcontracting firms as a critical part of the team.

Just as hiring local workforce creates a sense of pride toward the project, so does hiring local subcontractor firms whose family, friends and neighbors will benefit from this community asset. At the Hansberry College Prep Project, we were able to hire a number of local subcontractors for the HVAC, painting, security and some general requirement items. These firms continue to receive invitations to bid our work on other projects regardless of the project's specific diversity goals.

WORKFORCE RECIPROCITY CULTIVATES RESPECT AND BUILDS GOODWILL

A critical element to our approach to building project teams is B&A's effort to have the project's workforce mirror the community being served. We believe this kind of reciprocity and level of active engagement by community members helps provide not only economic advantages to the area but helps cultivate a sense of ownership in the project. The results are beneficial to the quality and care that goes into constructing the facility as well as its maintenance going forward.

We have taken this approach on other school projects, such as Noble Hansberry College Prep and Noble Exelon Gymnasium, which enjoyed considerable success. The benefit of hiring from the local community workforce to staff a project in their neighborhood goes far beyond meeting a single project's local hiring goal. Many of these "local" hires have furthered their skills and have become outstanding members of B&A's permanent workforce. Example: Bulley & Andrews hired local Evanston Resident, Marc Thomas, in February of 2015 to work as a laborer on Northwestern University Kresge Hall Project, Mr. Thomas continues to this day as one our valued employees having worked on numerous projects since then.

The table below outlines the success of a number of B&A's projects that have benefited from MBE/WBE participation.

Recent MBE/WBE Achievements

CLIENT/PROJECT	ACHIEVEMENT
The University of Chicago	
Charter School Woodlawn Campus	26%/15% MBE/WBE (projected) 50% city residency
LL2 laboratory buildout	26.8%/12.8% MBE/WBE 36.1% city residency
ERC IME Ceanroom Buildout	29.4%/9.2% MBE/WBE 38.9% city residency
ERC PSD Buildout	25.9%/7.4% MBE/WBE 52.4% city residency
Kent Hall	7%/39% MBE/WBE
Jones IME Lab Remodel	14%/47% MBE/WBE
Tokmakoff Lab Remodel	35%/31% MBE/WBE
Midway Crossings project (Dorchester)	23%/16% MBE/WBE 56% minority workforce, 27% city residency
Midway Crossings project	33%/10% MBE/WBE
Marriott Marquis Hotel	
New, 1,200 room hotel	45%/4% MBE/WBE and 7.5% local hiring
Hyatt McCormick Place	
Hotel expansion & renovation	27%/13% MBE/WBE and 4.5% local hiring
The Salvation Army	
Freedom Center	25%/4% MBE/WBE and 11 local hires
Rush University Medical Center	
Pavilion Renovation	25%/5% MBE/WBE
6 Kellogg Acute Care Renovation	25%/5% MBE/WBE
460 Jelke Lab Renovation	25%/5% MBE/WBE

Additional MBE/WBE Achievements

CLIENT/PROJECT	ACHIEVEMENT
Advocate Health Care	
Adult Medicine Clinic	22.8%/8.6% MBE/WBE
Trinity Hospital Window Replacement Phase 1	21.08% MBE
Trinity Hospital Window Replacement Phase 2	20.74% MBE
Advocate Christ Outpatient Center	19% 4% MBE/WBE
Good Shepard MRI Replacement	13.27% MBE
Noble Network of Charter Schools (NNCS)	
Hansberry College Prep Campus	25%/9% MBE/ WBE 8 local hires, 6 local subcontractors
Rowe Clark Exelon Gymnasium	24%/4% MBE/ WBE 45% city residency, 5 local hires
Wexford Science + Technology	
IIT/CRB Building	27%/7% MBE/WBE 48% city hires
Loretto Hospital	
Addition and interior renovation to the ED	29% MBE



BULLEY & ANDREWS

Building Matters®

City of Evanston

Robert Crown Community Center
& Ice Complex

PRE-INTERVIEW RESPONSE

Presented by

Bulley & Andrews, LLC

1755 W Armitage Ave

Chicago, IL 60622

773.235.2433

www.bulley.com

December 29, 2017



City of Evanston

Robert Crown Community Center & Ice Complex

PRE-INTERVIEW RESPONSE

December 29, 2017

CONTENTS

Section 1: Estimate

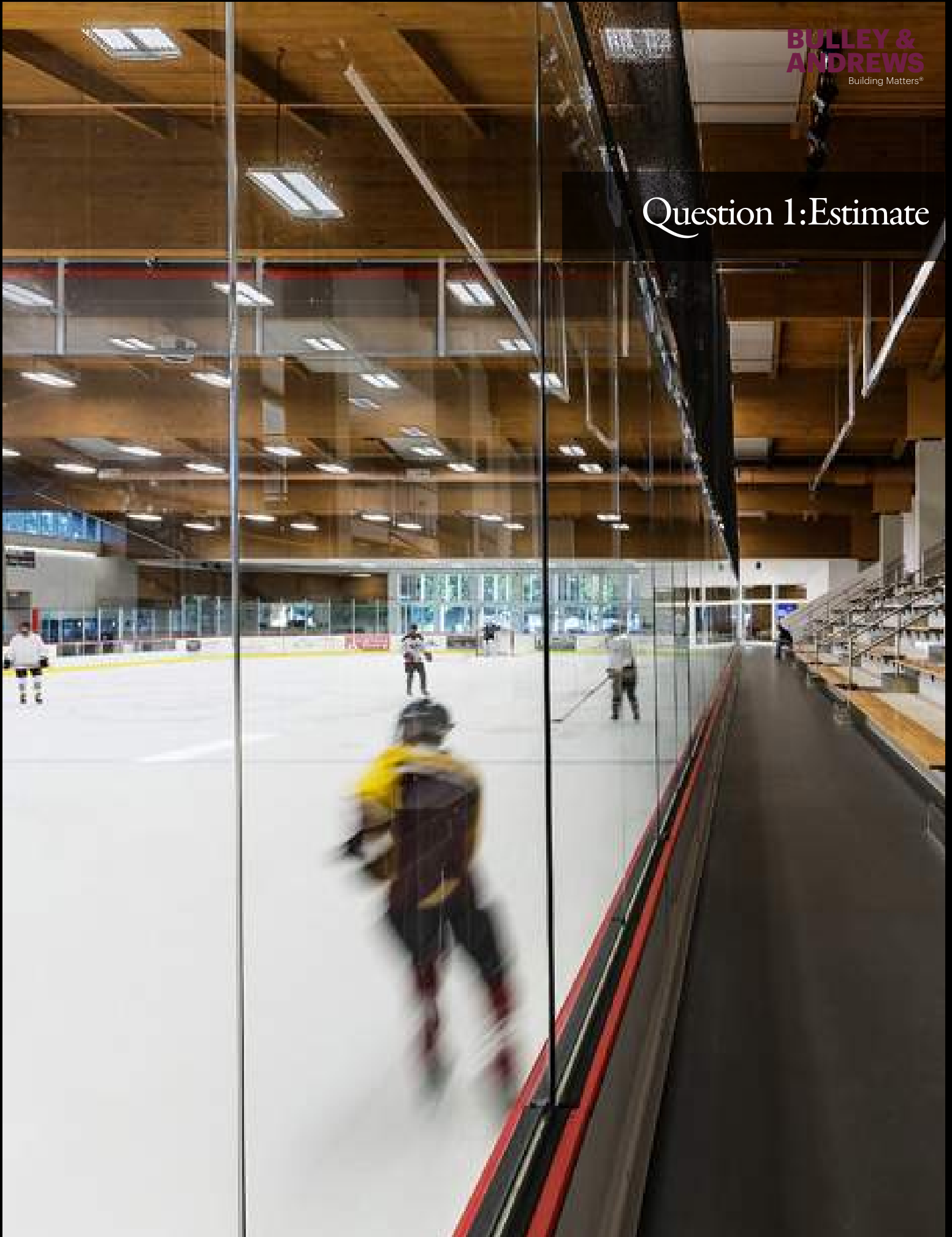
Section 2: Value Engineering

Section 3: Logistics & Phasing

Section 4: Schedule

Section 5: Project Management

Question 1: Estimate



Estimate

GENERAL CONDITIONS

Bulley & Andrews' lump sum general conditions cost is \$1,603,651 and is based on a 22-month construction schedule. Please review the summary included in Section 1 which details the items included in the value provided.

GENERAL REQUIREMENTS

Bulley & Andrews' general requirement cost is \$1,297,188. Details are provided in the summary included in Section 1 as well.

PROFESSIONAL FEE

Bulley & Andrews' construction fee for the Robert Crown Community Center & Ice Complex project will be 1.75% the cost of work. The components of the professional fee include profit for the construction manager, salaries and compensation of personnel stationed at the Bulley & Andrews' principal office, with exception to where it is specifically included in the General Conditions.

INSURANCE

Bulley & Andrews will provide all required insurance coverages including a \$50 million umbrella policy. The rate for Bulley & Andrews' CGL coverage is 1.0% times the cost of the work and fee.

Subcontractor Default Insurance/subcontractor bonding will be included as cost of competitively bid subcontracted work.

PAYMENT & PERFORMANCE BOND

Bulley & Andrews offers a highly competitive bonding rate of 0.525%. This is a floating fee percentage based on the contract sum of the cost of work.

CHANGE ORDERS

Additive: 3.0% of the cost of work
Deductive: 0% of the cost of work

GMP CONSTRUCTION CONTINGENCY

Bulley & Andrews establishes a construction contingency in order to mitigate risk, eliminate scope gaps and/or provide the budgetary latitude to maintain the project schedule. For this assignment, we included a 3.0% contingency in our estimate.

GMP Budget Clarifications

1. We include Bulley & Andrew's standard insurance coverages which are available upon request, but exclude builder's risk insurance.
2. We exclude all permit fees, expeditor fees, development service fees and any other associated costs.
3. BIM Model and Revit.C.A.D. backgrounds are to be provided by the design team for shop, coordination and as-built drawings at no cost to the Contractor or Subcontractors.
4. We exclude any liquidated damages or other penalty clauses to this contract.
5. We have included any costs to achieve LEED status on this project.
6. We exclude all costs and schedule delays associated with the discovery of hazardous materials (asbestos, PCB's, lead paint, etc.), mold or conditions conducive to mold. No abatement or existing building is included.
7. We exclude indoor air quality testing and any commissioning services
8. We assume City of Evanston will pay for all utility consumption, fees, service contract and excess facility charges. (ComEd, Nicor, AT&T service contacts)
9. Sales tax is not included.
10. Materials testing and inspections to be by Owner.
11. Excavations shall be down to designed sub grade per the bid drawings. We exclude any further excavation and/or backfill due to unsuitable or contaminated soil conditions, obstructions, or any other hidden or unforeseen conditions. If such conditions exist, additional work shall be performed on a unit cost basis agreeable to both the Owner and Bulley & Andrews.
12. We exclude disposal charges and additional trucking required for urban/ "non-manifested special waste". All excess spoils to be hauled off site are assumed to be CCDD.
13. Our pricing is based on a project start of May 2018 with a project completion of June 2020.
14. Our proposal includes an alternate foundation system including aggregate piers in lieu of deep foundations. Structural redesign might be necessary to be completed by the design team if deep foundations are required.
15. We have included Barrier 1 concrete admixture mitigation for all new elevated concrete slabs and slabs on grade in lieu of moisture mitigation products.
16. We do not have on site security personnel included during non-construction hours.
17. We have assumed level 4 finish of all drywall walls
18. We assume that the following areas have no ceiling system and are exposed to structure (ice rinks, gymnasium, concessions, mechanical/electrical rooms, back of house spaces)
19. We assumed drywall ceiling within the restrooms and library only. All other spaces are assumed to have ACT unless exposed structure
20. We have assumed that the bleachers within the ice rinks are precast structure supported by CMU masonry with fixed bench seating attached
21. Our pricing is based on metal panel system to be a 2" rout & return rainscreen composite panel extrusion system utilizing 4mm ACM
22. Channel glass is assumed to be segmented and not curved
23. We have included pre-manufactured roof system roll formed MR-24 R-30 panels at the ice rink structure.
24. GMP Pricing is based on Woodhouse Tinucci Architects issued for 100% Schematic Design documents and specifications.
25. Addendum #1 are included.



**Task 2 - Construction
Detailed Cost Estimate Breakdown**

Robert Crown Community Center and Ice Complex
 JOB ADDRESS: 1701 Main Street, Evanston IL TYPE
 OF CONSTRUCTION: Community Center OWNER:
 City of Evanston
 ARCHITECT: Woodhouse Tinucci
 AREA/SF: 128,505 SF
 Site: 702,600 SF
 ESTIMATE #: 1

DATE PREPARED: December 29, 2017

TASK 2 BUDGET SUMMARY	BUDGET	PERCENT OF COST	PROJECT COST/SF
Div 0 - General Conditions	\$ 1,603,651	3.88%	12.48
Div 1 - General Requirements	\$ 1,297,188	3.13%	10.09
Div 2 - Existing Conditions	\$ 244,000	0.59%	1.90
Div 3 - Concrete	\$ 1,349,880	3.26%	10.50
Div 4 - Masonry	\$ 1,858,065	4.49%	14.46
Div 5 - Metals	\$ 3,118,798	7.54%	24.27
Div 6 - Woods, Plastics & Composites	\$ 536,073	1.30%	4.17
Div 7 - Thermal and Moisture Protection	\$ 2,975,940	7.19%	23.16
Div 8 - Openings	\$ 3,984,675	9.63%	31.01
Div 9 - Finishes (Interior)	\$ 3,909,030	9.45%	30.42
Div 10 - Specialties	\$ 188,025	0.45%	1.46
Div 11 - Equipment	\$ 280,500	0.68%	2.18
Div 12 - Furnishings	\$ 59,535	0.14%	0.46
Div 13 - Special Construction	\$ 2,286,930	5.53%	17.80
Div 14 - Conveying Equipment	\$ 120,000	0.29%	0.93
Div 21 - Fire Suppression	\$ 262,500	0.63%	2.04
Div 22 - Plumbing	\$ 903,500	2.18%	7.03
Div 23 - Heating, Ventilating, and Air Conditioning	\$ 3,883,421	9.38%	30.22
Div 26 - Electrical	\$ 1,883,137	4.55%	14.65
Div 27 - Communications	\$ 642,525	1.55%	5.00
Div 31 - Earthwork	\$ 3,400,000	8.22%	26.46
Div 32 - Exterior Improvements	\$ 3,228,036	7.80%	25.12
Div 33 - Utilities	\$ 461,140	1.11%	3.59
Subtotal	\$ 38,476,547	92.98%	299.42
Construction Contingency 3%	\$ 1,154,296	2.79%	8.98
Builders Risk Ins.	By Owner	0.00%	0.00
Fee 1.75%	\$ 693,540	1.68%	5.40
P&P Bond 0.5250%	\$ 211,703	0.51%	1.65
Subcontractor Default Insurance 1.1%	\$ 435,939	1.05%	3.39
General Liability Insurance 1.0%	\$ 409,720	0.99%	3.19
Construction Total	\$ 41,381,746	100%	322.02



Robert Crown Community Center

General Conditions Breakdown

	MATERIAL	LABOR
Project Staff	0	1,454,399
Project Overhead	42,250	0
Tools/Equipment/Hoisting	45,284	41,185
Miscellaneous	20,533	0
Subtotal:	108,068	1,495,583
TOTAL:	\$1,603,651	
Total/Mo:	\$ 72,893	

Project Start 5/22/2018
 Project Finish 6/22/2020
 * Demob for (3) months due to weather for field construction
 Months: 22
 Weeks: 95

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	MATERIAL	# HRS PER UNIT	WAGE PER HR	LABOR
PROJECT STAFF							
SUPERINTENDENT - Main	95.3	WK		0	40	\$ 131.19	500,267
SUPERINTENDENT - Ice / Finishes	34.6	WK		0	40	\$ 131.19	181,773
SENIOR PROJECT MANAGER	95.3	WK		0	40	\$ 125	476,674
PROJECT MANAGER	95.3	WK		0	40	\$ 75	286,004
ACCOUNTANT	22.0	MO		0	8	\$ 55	9,680
SUBTOTAL:				0			1,454,399
PROJECT OVERHEAD							
G.C. SITE OFFICE	22.0	MO	500	11,000			0
TRAILER IN/OUT	2.0	LS	2000	4,000			0
TRAILER UTILITIES	1.0	LS		0	By Owner		0
TELEPHONE	22.0	MO	300	6,600			0
VDC/TECHNOLOGY	22.0	MO	400	8,800			0
MESSENGER	22.0	MO	100	2,200			0
SHOP DRAWING PRINTING	1.0	LS	2500	2,500			0
OFFICE SUPPLIES	22.0	MO	150	3,300			0
WATER/ICE	22.0	MO	75	1,650			0
TEMP FIRE PROTECTION	22.0	MO	50	1,100			0
FIRST AID SUPPLY	22.0	MO	50	1,100			0
SUBTOTAL:				42,250			0
TOOLS/EQUIPMENT/HOISTING							
EXPENDABLE TOOLS	95.3	WK	100	9,533			0
SMALL TOOLS	95.3	WK	75	7,150			0
TRUCKING	95.3	WK	75	28,600	4	\$ 108.00	41,185
SUBTOTAL:				45,284			41,185
MISCELLANEOUS							
PRECONSTRUCTION EXPENSES	22.0	MO		500	11,000		0
PARKING FEES	95.3	WK		100	9,533		0
SUBTOTAL:				20,533			0

**Robert Crown Community Center
General Requirements Breakdown**

Item Description	QTY	UNIT	UNIT PRICE	BUDGET DETAIL
Div 1 - General Requirements				
General Requirements				
Building Permit - By Owner				
Permit Expeditor - By Owner				
Site Signage	1	ls	\$ 4,500	\$ 4,500
Site Temporary Fence - Phase 1 Building	2200	lf	\$ 12	\$ 26,400
Site Temporary Fence - Phase 2 Fields	2600	lf	\$ 12	\$ 31,200
Gates at Temporary Fence	8	ea	\$ 2,500	\$ 20,000
Site Logistics / Temp Protections	1	ls	\$ 45,000	\$ 45,000
Pumping/Dewatering	1	ls	\$ 15,000	\$ 15,000
Security System - Pro-vigil	1	ls	\$ 15,000	\$ 15,000
Watchman - None Included				\$ -
Perimeter Protection	2800	lf	\$ 12	\$ 33,600
Opening Protection	1000	lf	\$ 12	\$ 12,000
Trash Removal - Dumpsters & Trash Chutes	2	floors	\$ 4,250	\$ 8,500
Dumpsters	95	weeks	\$ 375	\$ 35,751
Temp Toilets	95	weeks	\$ 500	\$ 47,667
Temporary Stairs	1	ls	\$ 15,000	\$ 15,000
Floor Protection	128,505	sf	\$ 0	\$ 32,126
Tree Protection	15	ea	\$ 1,500	\$ 22,500
Vibration Monitoring, Inclinometers & Surveys of Surrounding Structures - Not Included				
Surveying	1	allowance	\$ 45,000	\$ 45,000
Material Hoist	8	months	\$ 1,500	\$ 12,000
Look-outs/Safety Rails at Material Hoist / Platforms / Rework Temp Fence & Gates	2	floors	\$ 6,500	\$ 13,000
Elevator Operator - None Included				
Gym Ceiling Scaffolding	1	ls	\$ 15,000	\$ 15,000
Ice Arena Rolling Scaffolding	2	ls	\$ 15,000	\$ 30,000
Lobby/Misc Ceiling Rolling Scaffolding	1	ls	\$ 15,000	\$ 15,000
Weather Conditions	6	months	\$ 39,765	\$ 238,589
Temp utilities for construction - By Owner				
Overtime Allowance	1	allowance	\$ 50,000	\$ 50,000
Clean Streets	95	weeks	\$ 250	\$ 23,834
Labor Foreman / Periodic Cleanup	95	weeks	\$ 4,471	\$ 426,269
Final Clean	128,505	sf	\$ 1	\$ 64,253
General Requirements		Division Total		\$ 1,297,188

Task 2 Construction Detail

Item Description	QTY	Unit	Unit Price	Budget Detail	Budget Summary
Div 0 - General Conditions					
Project staff, overhead, tools, equipment, hoisting, misc	22	months	\$72,893	1603651	1603651
General Conditions	Division Total			1603651	1603651
Div 1 - General Requirements					
General Requirements					1297188
Building Permit - By Owner					
Permit Expeditor - By Owner					
Site Signage	1	ls	4,500	4,500	
Site Temporary Fence - Phase 1 Building	2200	lf	12	26,400	
Site Temporary Fence - Phase 2 Fields	2600	lf	12	31,200	
Gates at Temporary Fence	8	ea	2,500	20,000	
Site Logistics / Temp Protections	1	ls	45,000	45,000	
Pumping/Dewatering	1	ls	15,000	15,000	
Security System - Pro-vigil	1	ls	15,000	15,000	
Watchman - None Included				0	
Perimeter Protection	2800	lf	12	33,600	
Opening Protection	1000	lf	12	12,000	
Trash Removal - Dumpsters & Trash Chutes	2	floors	4,250	8,500	
Dumpsters	95	weeks	375	35,751	
Temp Toilets	95	weeks	500	47,667	
Temporary Stairs	1	ls	15,000	15,000	
Floor Protection	128,505	sf	0.25	32,126	
Tree Protection	15	ea	1,500	22,500	
Vibration Monitoring, Inclinometers & Surveys of Surrounding Structures - Not Included					
Surveying	1	allowance	45000	45000	
Material Hoist	8	months	1,500	12,000	
Look-outs/Safety Rails at Material Hoist / Platforms / Rework Temp Fence & Gates	2	floors	6,500	13,000	
Elevator Operator - None Included					
Gym Ceiling Scaffolding	1	ls	15,000	15,000	
Ice Arena Rolling Scaffolding	2	ls	15,000	30,000	
Lobby/Misc Ceiling Rolling Scaffolding	1	ls	15,000	15,000	
Weather Conditions	6	months	39765	238589	
Temp utilities for construction - By Owner					
Overtime Allowance	1	allowance	50000	50000	
Clean Streets	95	weeks	250	23,834	
Labor Foreman / Periodic Cleanup	95	weeks	4,471	426,269	
Final Clean	128,505	sf	0.50	64,253	
General Requirements	Division Total			1297188	1297188
Div 2 - Existing Conditions					
Demolition					244000
Abatement - None Included				0	
Existing Building				244000	
Existing Conditions	Division Total			244000	244000
Div 3 - Concrete					
Concrete	1	ls			1349880
Concrete Foundation Walls				994880	
Concrete Foundations - Strip and Column Footings					
Elevator Pit					
Slab on Grade w/ Vapor Barrier					
Concrete Sealer					
Pan Filled Stairs					
Ice Rink Slab				Within ice rink	
Second Floor SOMD					

Pre-cast					
Bleachers - Treads, Risers & Stairs				355000	
Concrete			Division Total	1349880	1349880
Div 4 - Masonry					
Masonry					1858065
Interior Masonry - Level 1	48998	sf	20	979965	
Interior Masonry - Level 2	21560	sf	20	431205	
Exterior Masonry - East Facade - Includes CMU Backup, Insulation & Face Brick	3035	sf	45	136575	
Exterior Masonry - West Facade Includes CMU Backup, Insulation & Face Brick	3432	sf	45	154440	
Exterior Masonry - North Facade Includes CMU Backup, Insulation & Face Brick	3464	sf	45	155880	
Masonry			Division Total	1858065	1858065
Div 5 - Metals					
Structural Steel					2605587
PreFab Structural Steel	71858	sf	28	2012024	
Library/ School Steel	21828	sf	25	545700	
Acoustic Deck Premium at Gymnasium	13675	sf	3.5	47863	
Miscellaneous Metals					513211
Monumental Stairs at Lobby - Architectural Metal with Terrazzo Tread	88	riser	500	44,000	
Metal Pan Stair - SE Stair (Columns O-10)	30	riser	150	4500	
Metal Pan Stair - E Stair (Column Line J-12)	40	riser	150	6000	
Metal Pan Stair - SW Stair (Column Line K-1)	40	riser	150	6000	
Metal Pan Stair - N Stair (Column Line A-6)	40	riser	150	6000	
Metal Pan Stair - NW Stair (Column Line A-1)	40	riser	150	6000	
Vanity & Bench Support Framing	132	lf	45	In Ice	
Running Track & Support	6327	sf	24	151848	
Running Track Handrail	703	lf	85	59755	
Landscaping Pipe & Tube Railings - 24" tall, two horizontal rails @ 12" o.c.	100	lf	80	8000	
Rooftop Unit Screen Framing	1	ls	7,500	7,500	
Hoist Beam	1	ls	2,500	2,500	
Elevator Pit Ladder	1	ls	1,100	1,100	
Roof Ladders galv. - allow for 2 per spec	2	ea	2,200	4,400	
Miscellaneous Metal - bollards,overhead door supports, folding partition support, millwork support, metal bases, lintels	128,505	sf	1.6	205,608	
Metals			Division Total	3118798	3118798
Div 6 - Woods, Plastics & Composites					
Rough Carpentry					162659
Install Doors, Frames & Hardware	126	ea	650	81,900	
Roof Blocking		lf	12.00	0	
Toilet Partition/Accessory Blocking		lf	15.00	0	
Casework Blocking		lf	15.00	0	
Wood Ceiling Blocking	2,358	sf	7.00	16,506	
Install Blocking, Accessories, Code Required Signage, etc	128,505	sf	0.50	64,253	

Finish Carpentry & Millwork					373,414
Millwork	1	ls	245,542	245,542	
Millwork - 2-3 Sink Restroom Vanities		Included		0	
Millwork - Single Restroom Vanities		Included		0	
Millwork - Break Room Kitchenette		Included		0	
Millwork - Laundry Counter		Included		0	
Millwork Allowance - Lobby Reception Desk - Solid surfacing, quartzite work surfaces		Included		0	
Millwork Allowance - Library Reception Desk - Solid surfacing, quartzite work surfaces		Included		0	
Casework Allowance - Program Rooms - Plastic Laminate		Included		0	
Arena Change Room Benches - HDPE				Within ice system	
Dry change room benches - Solid Surface				Within ice system	
Classroom Millwork - Preschools		Included		0	
Exterior Cedar Soffits	2368	sf	54.00	127,872	
				0	
Woods, Plastics & Composites		Division Total		536073	536073
Div 7 - Thermal and Moisture Protection					
Thermal & Moisture Protection					142805
Elevator Pit Waterproofing	1	ea	5500	5,500	
Air & Moisture Barrier at Metal Panel Substrate	23265	sf	4.5	104,693	
Spray fireproofing	8153	sf	4	32,612	
Roofing					1580346
Roof Above Ice Rink	62841	sf	18	1,131,138	
Roof - White TPO at RTU Location	21828	sf	18.00	392,904	
RTU Screenwall - 3911f	1	allow	56,304	56,304	
Exterior Metal Clad Wall System					1,206,288
Exterior Metal Clad Wall System - East Facade	5,969	sf	48	286,512	
Exterior Metal Clad Wall System - West Facade	3,980	sf	48	191,040	
Exterior - Eyebrow above linear curtain wall	1,244	sf	48	59,712	
Exterior Metal Clad Wall System - North Facade	7,077	sf	48	339,696	
Exterior Metal Clad Wall System - South Facade	4,986	sf	48	239,328	
Metal Cladding at Columns at Entrance	9	ea	10,000.00	90,000	
Expansion Joints					7950
Compression Joint between Pre-Engineered Building and Framed Building (Assume 1" Compression seal)	106	lf	75	7950	
Sealants					38552
Miscellaneous (Acoustical/Material Transitions) Caulking	128,505	sf	0.3	38552	
Thermal and Moisture Protection		Division Total		2975940	2975940
Div 8 - Openings					
Doors & Hardware					136000
Furnish HM/SCWD Doors/Frame	1	ls	136000	136000	
Overhead/ Coiling Doors					79100
Exterior Overhead Coiling Door (assumed 96")	2	ea	15000	30000	
Interior Coiling Doors	2	ea	17550	35100	
Auto Operation/ Controls	4	ea	3500	14000	

Glass/Glazing					2557365
Exterior Curtain Wall - East Elevation	3998	sf	80	319840	
Exterior Curtain Wall - East Facade - w/ Wind Screen	2133	sf	100	213300	
Exterior Curtain Wall - South Elevation	2922	sf	80	233760	
Exterior Curtain Wall - South Facade - w/ Wind Screen	2803	sf	100	280300	
Exterior Curtain Wall - West Elevation	3966	sf	80	317280	
Exterior Curtain Wall - West Facade - w/ Wind Screen	2061	sf	100	206100	
Exterior Curtain Wall - North Elevation	0	sf	95	0	
Aluminum Door/Frame - Sliding Doors below in interiors	4	ea	10000	40000	
Auto Operator	1	ea	3500		
Skylight at Roof - Kawneer 2000 Series Skylight	9017	sf	105	946785	
Interior Storefront					1177910
Main Lobby 15' Tall with CW Framing	765	sf	70	53550	
Level 1 Partitions (8.5' Tall)	4080	sf	70	285600	
Level 1 Lami. Partition at Ice Rink	918	sf	70	64260	
Level 1 Op. Partition	408	sf	170	69360	
Level 1 - Interior Glass Doors (standard 3080)	18	ea	1000	18000	
Level 1 - Automatic Sliding Doors at Entry	2	ea	3500	7000	
Level 2 - Glass Handrail around Track	336	lf	350	117600	
Level 2 - Interior Partition	5880	sf	75	441000	
Level 2 - Operable Glass Partition	612	sf	170	104040	
Level 1 - Interior Glass Doors (standard 3080)	10	ea	1000	10000	
Miscellaneous Door Glazing	50	ea	150	7500	
Glass Handrail					34300
Lobby Atrium Glass Handrail	98	lf	350	34300	
Monumental Stairs Glass Handrail - In Monumental Stair Division 5					
Openings			Division Total	3984675	3984675
Div 9 - Finishes (Interior)					
Drywall					2235000
Drywall Ground Floor	1	ls	1382321	1382321	
Drywall Second Floor	1	ls	852679	852679	
Drywall - Exterior Walls/Sheathing/Insulation		sf	18	0	
Drywall - Exterior Framing - Eyebrow/Canopy		sf	10	0	
Drywall - Interior Walls		sf	10	0	
Drywall - Furred Walls		sf	6.5	0	
Level 4 Typical. Level 5 Finish Premium Not Included					
Drywall Soffits		sf	25	0	
Wet areas assume cement board with heavy duty suspension system and non corrosive fasteners					
Ceilings					120150
Drywall Ceilings - Lobby, Restrooms, Library	12015	sf	10	120150	
ACT1 Hunter Douglas Techstyle E Ceiling Lay In w/ Armstrong Prelude XL in Humid Areas at Change Rooms and Public Corridors		sf	19	In Drywall	
ACT2 Hunter Douglas Techstyle E Ceiling Lay In w/ Armstrong Prelude at BOH/Admin Areas		sf	19	In Drywall	
Open to structure - No Ceilings included at					
Flooring					1244032
Carpet - Library/Meeting Rooms (Add \$21.50/SF to furnish & install terrazzo in lieu of carpet)	4499	sf	7.37	33158	
WAF1 - Gymnasium Wood Flooring - Robbins Bio Channel SB Flooring	12175	sf	18	219150	
SFT1 - Safety Floor - Sheet good Altro Reliance 225 Colour Storm w/ Heat Welded Seams	895	sf	10.6	9447	
SDF1 - Static Dissipative Floor by Armstrong at Maint IT Room	106	sf	18	1908	
SVT1 - Solid Vinyl Tile at Admin, Multipurpose room areas and Childcare areas	10096	sf	8.35	84302	
Polished Concrete at Lvl 1 Lobby/Corridor & Lvl 2 Lobby/Partial Changing Area	10930	sf	7	76510	

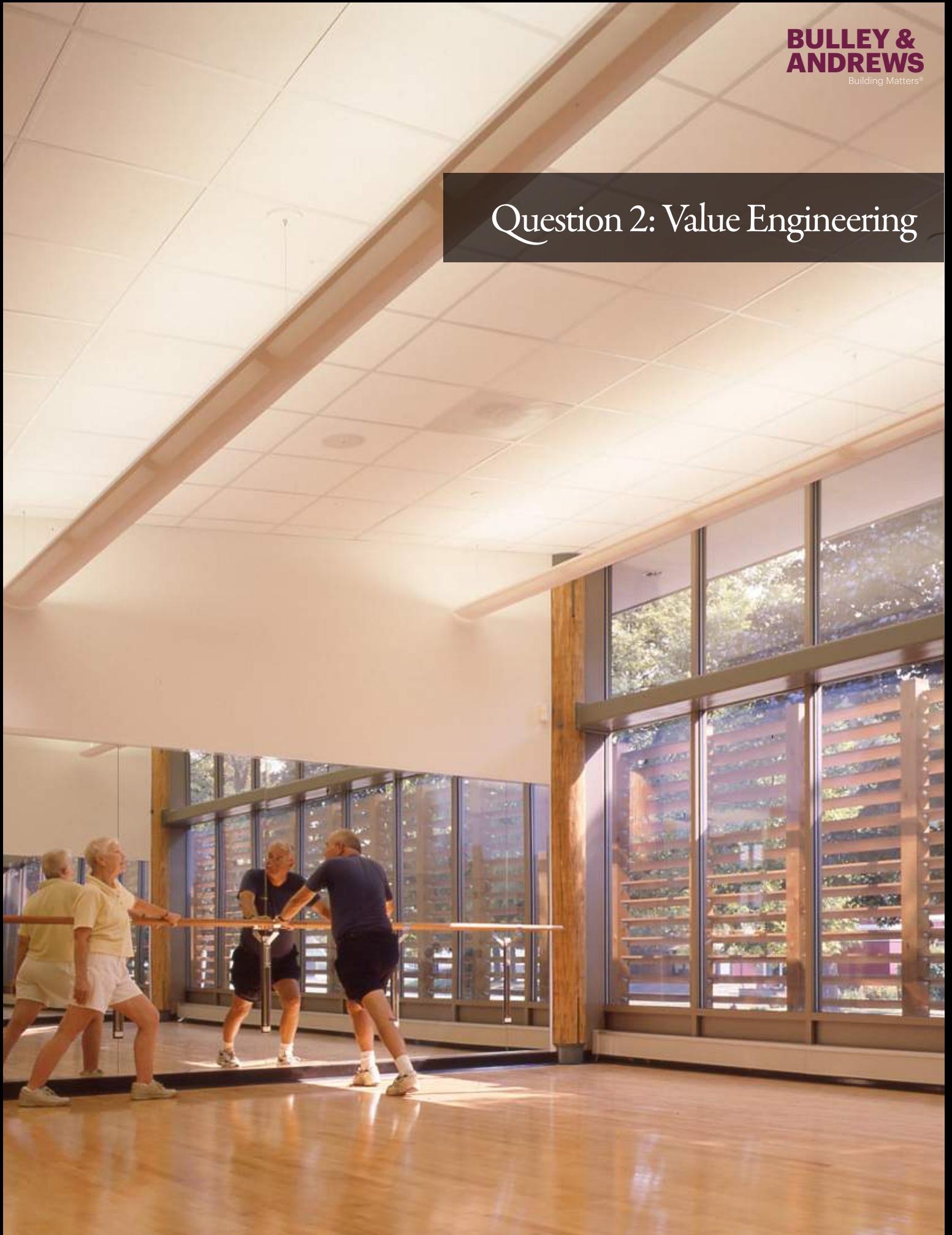
RAF1 - Resilient Athletic Flooring at Upper Track	6520	sf	15	97800	
RAF2 - Resilient Athletic Flooring at Fitness Rooms	1647	sf	20.5	33764	
RAF3 - Resilient Athletic Flooring at Skate Floor in Arena, Change Rooms, Arena Corridors, Player & Penalty Boxes, Arena 1 Warm side viewing area	12883	sf	17.02	219272	
RAF5 - Loose Laid Skate Mat at Penalty Boxes	2900	SF			
TL-01 Tile at Public Restrooms	2274	sf	19.33	43956	
Tile Base at Public Restrooms	1522	lf	16.94	25783	
TL11 Backsplashes	84	lf	48.325	4059	
TL-02 Tile at Changing Rooms/Showers	1736	sf	16.94	29408	
Stone Wet Walls at Changing Rooms/Showers (Assume 9' height)	1040	lf	139.41	144986	
Floor Prep/Float - Carpet	4499	sf	1	4499	
Floor Prep/Float - Allowance	35000	sf	1.75	61250	
Aluminum Base at Lobby Areas & Public Corridors	2500	lf	15	37500	
RB1 Resilient Base at carpet tile and resilient floor conditions	4320	lf	3.5	15120	
Vinyl Transitions	360	lf	6	2160	
Acoustic Treatment Allowance - Additional layers of drywall, Acoustic Panels, etc	1	allow	100000	100000	
Painting					309848
Painting	128,505	sf	2.1	269861	
SRTC Traffic Coating - Mechanical Upper Levels, Zamboni Areas (Workshop?)	5,253	sf	4.5	23639	
Concrete Floor Sealer - Mechanical Spaces/Storage	16,349	sf	1	16349	
Finishes (interior)	Division Total			3909030	3909030
Div 10 - Specialties					
Miscellaneous Specialties					
Changing Room Accessories - Shower seats, soap dispensers, grab bars	10	ea	1,200	12,000	
Toilet Accessories	35	sets	325	11,375	
Toilet Partitions - Bathrooms	30	stalls	1,250	37,500	
Toilet Partitions - Changing Rooms	5	stalls	1,000	5,000	
Urinal Screens	4	ea	850	3,400	
Shower Stalls	8	ea	1250	10,000	
Fire Extinguisher Cabinets	25	ea	350	8,750	
Lockers - Phenolic	50	ea	700	35,000	
Signage					65000
Interior Signage - Code Required	2	floors	10,000	20,000	
Exterior Signage Allowance	1	allow	45,000	45,000	
Interior Graphic - By Owner	FFE				
Specialties	Division Total			188025	188025
Div 11 - Equipment					
Arena Equipment					
Hockey Goals	4	ea	2310	9240	
Rink Scoreboard	4	ea	17000	68000	
Figure skating harness	1	ea	5500	5500	
Ice resurfacer - by owner					
Changing/Locker room bench seat with recycled lumber seat plank	1	ls	46000	46000	
Changing/Locker room upper shelves with coat hooks	1	ls	45000	45000	
Changing/Locker room coat hooks	1	ls	27000	27000	
Bleachers Seating onto precast - Ice Arena	1	ls	94000	94000	
Gym Equipment					183500
Motorized overhead basketball support	6	ea	10000	60000	
Motorized overhead gym divider	1	ea	10000	10000	
Volleyball equipment with in ground sleeves	3	ea	6000	18000	
Wireless Scoreboard	2	ea	14000	28000	
Perimeter wall pads	300	lf	75	22500	
Bleachers - Gymnasium	1	ls	35000	35000	
Batting cage netting	1	ls	10000	10000	
Food Service Equipment - By Owner	FFE				

Exterior Sports Equipment					97000
Bases and pitcher's mound	2 sets	5000	10000		
Players benches	4 ea	10000	40000		
Soccer goals	6 ea	4500	27000		
Field goals and end zone piles	2 ea	10000	20000		
Laundry Equipment					0
Commercial Laundry Equipment - 2 Washers & 2 Dryers - FFE					
Equipment	Division Total		280500		280500
Div 12 - Furnishings					
Furnishings					59535
Furniture - By Owner	FFE				
Window treatments - Blackout shades at ice arena	3969 sf	15	59535		
Furnishings	Division Total		59535		59535
Div 13 - Special Construction					
Ice Rink System					1900000
(2) new 200'x85' ice sheets and associated refrigeration system. Heat recovery system will be used for subsoil heating to prevent permafrost under the ice rink floor and provide snow melting of the shaving from the ice resurfacer	1 ls	1900000	1900000		
Industrial ammonia system. Ammonia will be the primary refrigerant. Calcium chloride brine will be the secondary refrigerant circulated to the floor. Ethylene glycol will be circulated to the subsoil and snowmelt heating system					
(3) equally sized, vilter ammonia, reciprocating compressors with controls and oil/head cooling					
Evaporative condenser mounted outside on a stand near the mechanical room. Fan to have VFD for speed operation. Chemical treatd equipment and chemical for season					
(3) equally sized brine pumps for rink floor cooling with VFD controls. One pump will be dedicated to each sheet with the third as backup to either pumpOne evaporative condenser mounted outside on a stand near the mechanical room. Fan to have VFD for speed operation					
MCC for all ice rink equipment. All power and control wiring for complete ice system					
All rink piping including brine and refrigeration lines					
Piping of the system relief lines from all relief components to the neutralization tank and then to the atmosphere. Piping of all control and isolation valves from a complete operating system. All components will be isolated with valves					
Leak detection system with sensors and strobes include glass break system shut off outside mechanical room					
Complete slab construction including insulation, vapor barrier, tube spaces, rebar, WWF and concrete					
Expansion joint at perimeter of slabs.					
Dasher Boards					386930
Ice rink dasher boards with boxes, gates, shielding, netting and accessories Adjustable frames, floor anchors, gasser netting, blocker panels, cap rails, skater, player and equipment gates, kick plates, thresholds, benches, radius corners and complete spectator sneting including but not limited to glass, aluminum snieta mounting supports including support less mounting slots, quick release hardware, protective netting around ice rink perimeter from top of spectator sneting to bottom of arena structure	1 ls	386930	386930		
Poly sheeting for snow melt pis and sledge hockey boxes					
Special Construction	Division Total		2286930		2286930
Div 14 - Conveying Equipment					
Conveying System					120000
New Passenger Elevators	2 stops	55,000	110,000		
Cab Design Development Allowance	1 ea	10,000	10,000		
Conveying Equipment	Division Total		120000		120000
Div 21 - Fire Suppression					
Fire Sprinkler Protection					262500
Fire Protection System	1 ls	260000	260000		
Drain, cut and cap existing building sprinkler system	1 ls	2500	2500		
Furnish and install new sprinkler system and the new building	Included				
346 brass upright QR sprinklers on exposed piping above ice rinks, 401 brass upright QR sprinklers on exposed piping throughout the locker rooms, mechanical room, and gymnasium (head guards at gymnasium), 170 chrome semi-recessed QR pendent sprinklers in drop ceilings at 1st floor entry, library, meeting rooms, back of house admin areas, changing rooms and public corridors	Included				
(3) zone control valves, (1) standard siamese fire department connection, (1) 6" RPZ backflow preventer, (1) 500 GPM electric fire pump (wiring by others), (1) sprinkler head and control valve at bottom of elevator shaft, (1) 6" inside and (1) 10" outside bells, hydrostatic testing	Included				
Fire Suppression	Division Total		262500		262500

Div 22 - Plumbing					
Plumbing					903500
Plumbing	1	ls	900000	900000	
Complete system of roof drains and storm drainage piping, including draining to site storm sewers (by others), weeping tile collected in settling sumps and transferred to sump pits		Included			
Complete system of plumbing fixtures and sanitary drainage and vent piping, including draining to site sanitary sewers (by others)		Included			
Furnish and install plumbing fixtures and associated piping including W-1, W-2, U-1, L-1, L-2, JS-1, S-1, S-2, SH-1, SH-2, DF-1, hose bibs at exterior, 3-compartment sink in community kitchen		Included			
Furnish and install approved backflow prevention devices to isolate domestic water and fire services from municipal water supply	1	Install only	3500	3500	
Furnish and install gas fired storage water heaters in the mechanical room		Included			
Furnish and install a replaceable bladder expansion tank for domestic hot water		Included			
Furnish and install recirculation loop and pumps to maintain flow and hot water		Included			
Furnish and install tempered water for emergency showers and eyewashes		Included			
Furnish and install plumbing insulation in accordance with ASHRAE 90.1		Included			
Plumbing		Division Total		903500	903500
Div 23 - Heating, Ventilating, and Air Conditioning					
HVAC System					3598140
HVAC	128,505	sf	28	3598140	
Hydronic Piping Systems of Hot Water, Chilled Water, Condenser Water, Natural Gas, Refrigeration and Condensate. All Ventilation, for Supply, OA, Exhaust, and Return Ductwork. All Insulation, T&B, firestopping, bonds, coring, hoisting, Drawings, Start Ups, and BIM Coordination. All Equipment Including: 12 HVAC pumps, 2 VFD's, 2 Inertia Bases, Chemical Treatments, Chiller, 3 Boilers, 11 Cabinet Unit Heaters, 11 Unit Heaters, 26 VAV's, 3 FPB's, 3DFSS, 4 RTU's, 3 AHU's, 1 Cooling Tower, Louvers, 3 Humidifiers, 5 Freeze Stat Heat Exchangers, Glycol, Heat Trace to be tied in by EC, Fin Tube Radiation and Condensers.		Included			
Heating Ventilating, and Air Conditioning		Division Total		3598140	3598140
Div 24 - Integrated Automation					
Controls System					285281
HVAC - Complete Building Automation Control System	128,505	sf	2.22	285281	
Integrated Automation		Division Total		285281	285281
Div 26 - Electrical					
Electrical - Addition & Site					1883137
Base Building Electrical	128,505	sf	13	1670565	
Includes Drawings, Engineering, Temp Power, Utility Connections and Primary Service, Electrical Distribution Equipment and Feeders, Furnish and Install Lighting and Dimmer Packages, Mechanical Equipment Runs, Cabling and Connections, Power Devices and Branches, and the 150KW Generator.		Included			
Site Lighting and Power (Exterior of Building, Parking, Fields, and Signage)	612,600	sf	0.347	212572	
Electrical		Division Total		1883137	1883137
Div 27 - Communications					
Communications					334113
Low Voltage Cabling (Voice, Data, Speaker/Intercom)	128,505	sf	1.1	141356	
A/V System and Package	128,505	sf	1.5	192758	
Communications		Division Total		334113	334113
Div 28 - Electronic Safety and Security					
Safety & Security					308412
Fire Alarm Cable, Devices, and Control Panel	128,505	sf	1.2	154206	
Security Cable, Devices and Control Panel	128,505	sf	1.2	154206	
Electronic Safety & Security		Division Total		308412	308412
Div 31 - Earthwork					
Earthwork - Site	1	ls			3400000
Remove Existing Pavement, Sidewalks, Trees, and Fence				2,050,000	
Building Pad - Excavate, Stone, and Fabric					
Foundation Walls & Footings - Excavate/Backfill					
Athletic Field - Excavate, Stone, and Fabric					
Gravel Storage Area	1	ls	1,150,000	1,150,000	
Rammed aggregate piers	1	ls	200,000	200,000	
Turfgrass Areas - Excavate/Fill					
Landscape Areas - Stone and Fabric					

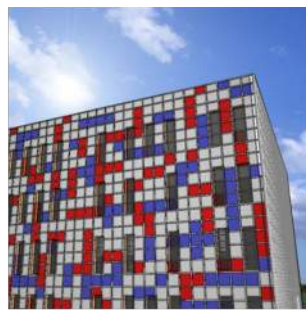
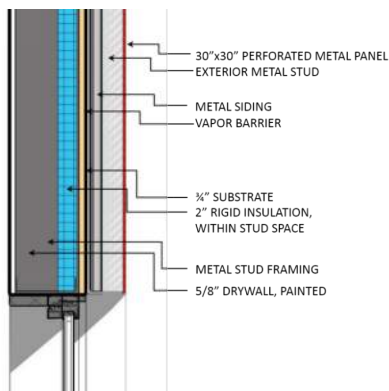
Sidewalk, Curb, Retaining Wall, Apron - Excavate & Subgrade Stone					
Excavate, Stone, & Fabric- Parking/Pedestrian Access					
Respread topsoil					
Silt Fence, Sewer, & Catch Basin Protection					
Earthwork				3400000	3400000
Div 32 - Exterior Improvements					
Site Concrete	1	ls		743000	743000
Concrete Curbs	4150	lf	21.35		
Driveway Apron	1900	sf	8.9		
Standard Concrete Sidewalks	51000	sf	6.25		
Concrete Stairs, Steps, Ramps	3525				
Athletic Field Perimeter Concrete and Wood Base	14620	lf	21.35		
Misc Concrete - Retaining Walls, Landscaping Walls, Benches					
Exterior Wood Fence					149229
Split Rail Fence	535	lf	17.25	9229	
Chain link at base lines at fields	1600	lf	50	80000	
Backstops	2	ea	30000	60000	
Unit Pavers					346920
Permeable Pavers	82600	sf	4.20	346920	
Landscaping					757199
Landscaping - Mulch, Trees, Plants				291202	
Bioretention Area	29000	sf	10.42	302084	
Gravel Maintenance Strip	600	ton	25.98	15586	
Seeded Turfgrass	137080	sf	0.02	2704	
No Mow Turf Mounds	16400	sf	0.34	5616	
Fine Grading	175000	sf	0.07	12005	
Waste Receptacles, Bike Racks, Planters & Benches				86790	
Irrigation Systems				26750	
Drainage Pipe				14462	
Athletic Fields					1231688
Field Turf Vertex 2"	233200	sf	3.9	909480	
Brock Pad	233200	sf	1.38	322208	
Exterior Improvements				3228036	3228036
Div 33 - Utilities					
Site Utilities				461140	461140
Excavation and Backfill all Utilities	3600	tons			
Storm Structures	25	ea			
Solid Storm Sewer	320				
Perforated Storm Sewer	2000	lf			
Water Connection	100	lf			
Utilities				461140	461140
Task 2 Trade Subtotal					\$36,872,897
Task 2 Subtotal					\$38,476,547

Question 2: Value Engineering

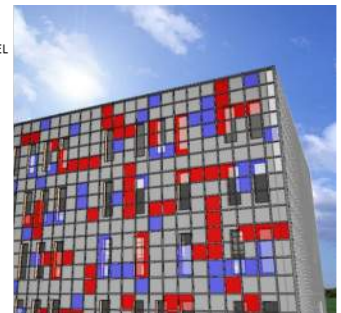
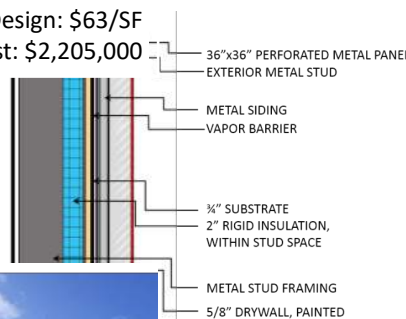


Value Engineering

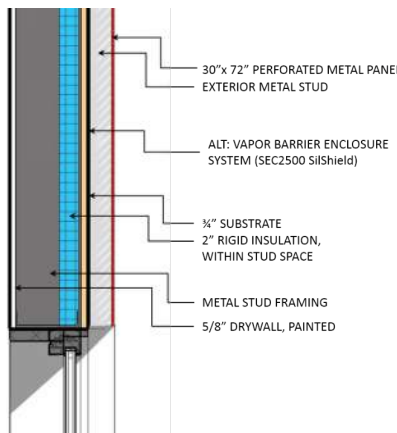
B&A takes a highly collaborative approach to the value engineering (VE) process, always with keen attention to preserving the design intent. Preliminary VE ideas are researched, validated and presented to the entire project team for review. The options are fully explained and evaluated prior to incorporating them into the design. The illustration below, from a private school project, provides an example of the effort B&A applies to VE exercises. The level of detail provided allows the team to visualize the options when making decision that have an impact on the project budget, and sometimes schedule.



Base Design: \$63/SF
Total system cost: \$2,205,000



Base Design, Alternate Panel Size: \$58/SF
Total system cost: \$2,030,000



Alternate Design: \$46/SF
Total system cost: \$1,610,000

B&A will engage key subcontractors to leverage their expertise throughout the VE process. Potential key subcontractors for the RCCC project include exterior enclosure systems and MEP/FP trades. Based on a detailed review of the 100% SD documents, B&A has identified a total of \$2.8M in VE options for consideration. The following pages contain a "Cost Saving Options Log" which provide a detailed breakdown of the VE options B&A's has developed thus far.

**Robert Crown Community Center
Cost Saving Options Log**

Task 1 Preconstruction Budget	\$41,510
Task 2 Construction Budget	\$41,381,746
Total Budget	\$41,423,256

Item No.	Trades Affected	Description	Subtotal	Cost Saving Targets
001	Concrete	Provide fibermesh in slab on grade		(\$26,877)
		Fiber mesh in lieu of WWF	(\$25,000)	
		Contingency	(\$750)	
		Change Markup (Fee, Bond, Insurance)	(\$1,127)	
002	Steel	Provide regular roof deck in lieu of acoustical deck at gymnasium		(\$51,456)
		Eliminate premium for acoustic roof deck	(\$47,863)	
		Contingency	(\$1,436)	
		Change Markup (Fee, Bond, Insurance)	(\$2,157)	
003	Carpentry	Provide alternate material for exterior soffits		(\$22,912)
		Eliminate cedar soffits at exterior	(\$127,872)	
		Provide metal ceiling with wood look at exterior	\$106,560	
		Contingency	(\$639)	
		Change Markup (Fee, Bond, Insurance)	(\$960)	
004	Roof Screen	Eliminate roof screen for RTU's and set back to avoid requirement		(\$73,431)
		Eliminate support steel for roof screen	(\$12,000)	
		Eliminate roof screen metal panels	(\$56,304)	
		Contingency	(\$2,049)	
		Change Markup (Fee, Bond, Insurance)	(\$3,078)	
005	Metal Panels	Work with design team to provide cost effective metal clad wall system		(\$75,005)
		Reduce overall system by \$3/sf with design & constructability review	(\$69,768)	
		Contingency	(\$2,093)	
		Change Markup (Fee, Bond, Insurance)	(\$3,144)	
006	Glazing	Reduce exterior glazing by 10% and infill with masonry or metal panels		(\$67,353)
		Reduce exterior glazing by 10% or 1790 sf	(\$143,200)	
		Add for masonry or metal panels	\$80,550	
		Contingency	(\$1,880)	
		Change Markup (Fee, Bond, Insurance)	(\$2,823)	
007	Glazing	Reduce overall size of skylight by 50%		(\$367,061)
		Reduce skylight by 50% or 4500 sf	(\$472,500)	
		Add for roofing	\$135,000	
		Escalation	(\$14,175)	
		Change Markup (Fee, Bond, Insurance)	(\$15,386)	
008	Glazing	Reduce interior glazing by 20% and infill with drywall		(\$135,995)
		Reduce interior glazing by 20% or 2300 sf	(\$161,000)	
		Add for drywall wall	\$34,500	
		Contingency	(\$3,795)	
		Change Markup (Fee, Bond, Insurance)	(\$5,700)	
009	Glazing	Reduce vertical fins and sun shades from glazing system by 20%		(\$188,136)
		Reduce fins and sun shades by 20%	(\$175,000)	
		Contingency	(\$5,250)	
		Change Markup (Fee, Bond, Insurance)	(\$7,886)	
010	Glazing	Remove bird frit coating from glass		(\$322,519)
		Remove frit from glass	(\$300,000)	
		Contingency	(\$9,000)	
		Change Markup (Fee, Bond, Insurance)	(\$13,519)	
011	Glazing	Provide acoustic folding partition in lieu of glass		(\$98,691)
		Eliminate glass operable partitions	(\$173,400)	



**Robert Crown Community Center
Cost Saving Options Log**

Task 1 Preconstruction Budget	\$41,510
Task 2 Construction Budget	\$41,381,746
Total Budget	\$41,423,256

Item No.	Trades Affected	Description	Subtotal	Cost Saving Targets
		Provide folding partition	\$81,600	
		Contingency	(\$2,754)	
		Change Markup (Fee, Bond, Insurance)	(\$4,137)	
012	Finishes	Eliminate stainless base at lobby & public corridors		(\$40,315)
		Eliminate stainless base	(\$37,500)	
		Contingency	(\$1,125)	
		Change Markup (Fee, Bond, Insurance)	(\$1,690)	
013	Finishes	Review overall Acoustical Ceiling spec and select alternate materials		(\$134,383)
		Substitute ACT1&2 Hunter Douglas with Armstrong Prelude XL	(\$125,000)	
		Contingency	(\$3,750)	
		Change Markup (Fee, Bond, Insurance)	(\$5,633)	
015	Finishes	Change countertops from quartz to Corian		(\$22,576)
		Change in countertop materials	(\$21,000)	
		Contingency	(\$630)	
		Change Markup (Fee, Bond, Insurance)	(\$946)	
016	Finishes	Library Reception Desk		(\$15,588)
		Make desk segmented instead of true circle	(\$6,500)	
		Change countertop from quartz to Corian	(\$8,000)	
		Contingency	(\$435)	
		Change Markup (Fee, Bond, Insurance)	(\$653)	
017	Equipment	Provide only (1) scoreboard per space - (3) total		(\$51,603)
		Eliminate (1) scoreboard per rink	(\$34,000)	
		Eliminate (1) scoreboard at gym	(\$14,000)	
		Contingency	(\$1,440)	
		Change Markup (Fee, Bond, Insurance)	(\$2,163)	
018	Equipment	Field equipment to be provided by owner as FFE		(\$104,281)
		Bases and pitchers mound by owner - inserts by CM	(\$10,000)	
		Players benches by owner	(\$40,000)	
		Soccer goals by owner - inserts for tie downs by CM	(\$27,000)	
		Field goals and end zone piles by owner - inserts by CM	(\$20,000)	
		Contingency	(\$2,910)	
		Change Markup (Fee, Bond, Insurance)	(\$4,371)	
019	MEP	Use PVC in lieu of cast iron for plumbing		(\$12,901)
		Change in plumbing materials	(\$12,000)	
		Contingency	(\$360)	
		Change Markup (Fee, Bond, Insurance)	(\$541)	
020	MEP	Switch to Air Cooled Chillers for mechanical system		(\$64,504)
		Change in mechanical equipment, easier to maintain	(\$60,000)	
		Contingency	(\$1,800)	
		Change Markup (Fee, Bond, Insurance)	(\$2,704)	
021	MEP	Eliminate radiant floor and provide VAV heating at Library		(\$12,901)
		Change is mechanical equipment	(\$12,000)	
		Contingency	(\$360)	
		Change Markup (Fee, Bond, Insurance)	(\$541)	
022	MEP	Review overall design and consolidate RTU's and AHU's		(\$43,003)
		Change in mechanical design	(\$40,000)	
		Contingency	(\$1,200)	
		Change Markup (Fee, Bond, Insurance)	(\$1,803)	

**Robert Crown Community Center
Cost Saving Options Log**

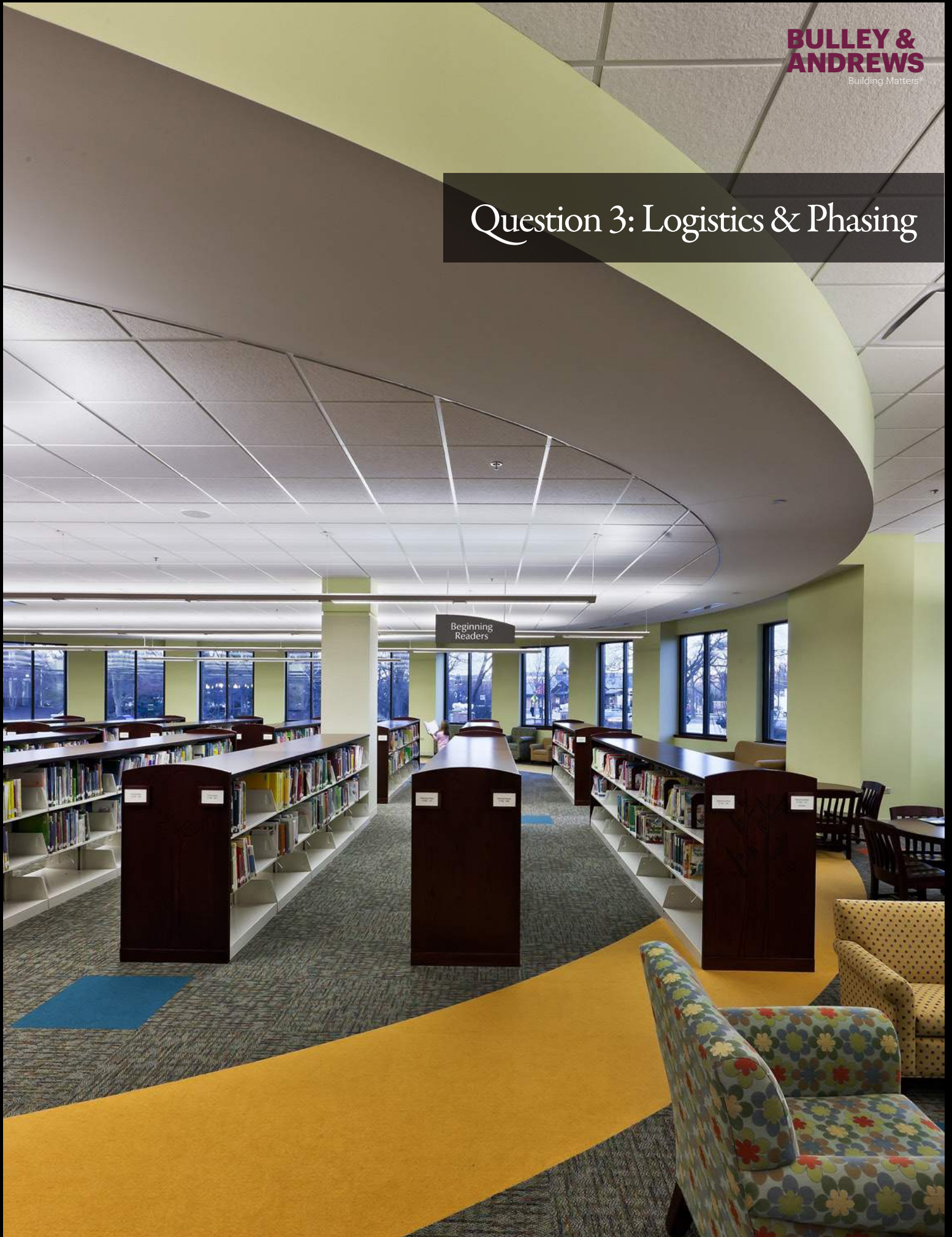
Task 1 Preconstruction Budget	\$41,510
Task 2 Construction Budget	\$41,381,746
Total Budget	\$41,423,256

Item No.	Trades Affected	Description	Subtotal	Cost Saving Targets
023	MEP	Review overall lighting and dimming package with electrical contractor		(\$18,814)
		Alternate selections in materials	(\$17,500)	
		Contingency	(\$525)	
		Change Markup (Fee, Bond, Insurance)	(\$789)	
024	MEP	Delete 600AMP feed for future PV system		(\$5,375)
		Remove electrical equipment	(\$5,000)	
		Contingency	(\$150)	
		Change Markup (Fee, Bond, Insurance)	(\$225)	
025	Field	Eliminate the brock pad under synthetic field system		(\$346,394)
		Eliminate Brock Pad	(\$322,208)	
		Contingency	(\$9,666)	
		Change Markup (Fee, Bond, Insurance)	(\$14,519)	
026	Field	Provide CA-1 stone underfield for stormwater storage in lieu of CA-7		(\$199,424)
		Credit for CA-1 in lieu of CA-7 - 26,500 CY	(\$185,500)	
		Contingency	(\$5,565)	
		Change Markup (Fee, Bond, Insurance)	(\$8,359)	
027	Ice System	Review overall dasher board system and specify alternate materials		(\$21,501)
		Alternate selections in materials	(\$20,000)	
		Contingency	(\$600)	
		Change Markup (Fee, Bond, Insurance)	(\$901)	
028	Ice System	Change refrigeration system to r-134a with (2) chillers		(\$161,259)
		Change in system to chillers	(\$150,000)	
		Contingency	(\$4,500)	
		Change Markup (Fee, Bond, Insurance)	(\$6,759)	
029	Landscaping	Eliminate bio retention area and provide surface detention for 50% of area or 14,500sf		(\$119,130)
		Reduce bio retention by 50%	(\$151,090)	
		Excavation for surface retention	\$40,278	
		Contingency	(\$3,324)	
		Change Markup (Fee, Bond, Insurance)	(\$4,993)	
Total Estimated Value of Proposed Options:				(\$2,803,386)

Potential Budget

Task 1 & Task 2 Overall Budget	\$41,423,256
Total Estimated Value of Proposed Options	(\$2,803,386)
Value of Accepted Options	
Client Options/Pending Further Review	
Potential Budget	\$38,619,870

Question 3: Logistics & Phasing



Logistics & Phasing

The images contained in the following pages are a graphical representation of B&A's approach to site logistics and project phasing. We look forward to elaborating our strategy and it's associated tactics during the interview process.

Please note: Day to day operations of the existing facility will be maintained during construction of the new building. A fencing enclosure will surround the entire new project site to isolate construction activities from public use of the existing facility. B&A will also maintain use/access to the tennis courts and NE baseball field during construction of the new building.

Public parking for the existing building will be maintained until new building is complete. Once new building is complete, partial new parking lot will be provided 70 public parking spaces. Completion of entire new parking lot will be expedited for the lot to be opened by early spring 2020.

Contractor parking will be provided offsite at local parking lots. Potential locations include:

- 2201 Main Street
- 945 Pitner Ave
- 2450 Main Street (Sam's Club at Main & McCormick)*

* To support safety and efficiency, bus service will be provided for the workforce due to distance from the project site.



Existing Site: NW View



May 2018 - August 2019: Aerial View



May 2018 - August 2019: NW View



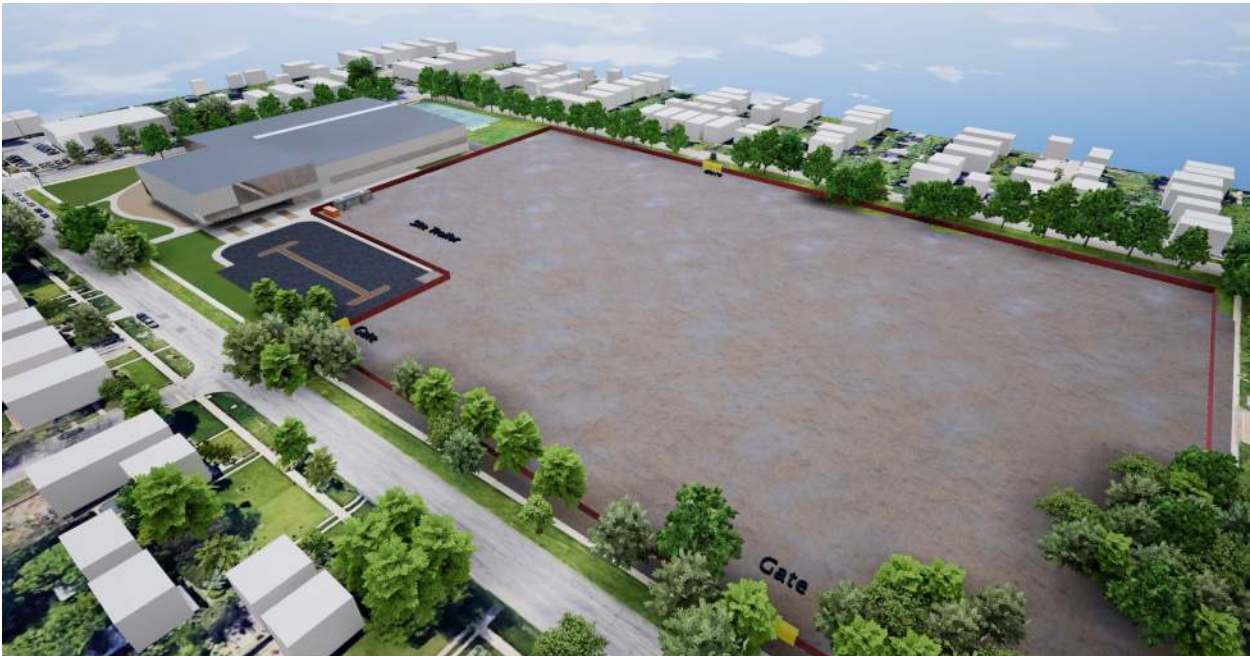
New Building Complete August 2019 : Aerial View



New Building Complete August 2019 : NW View



September 2019-January 2020: Aerial View



September 2019-January 2020: NW View



February 2020 -June 2020: Aerial View



February 2020 -June 2020: NW View



Project Complete: NW View



Project Complete: NE View

Question 4: Schedule

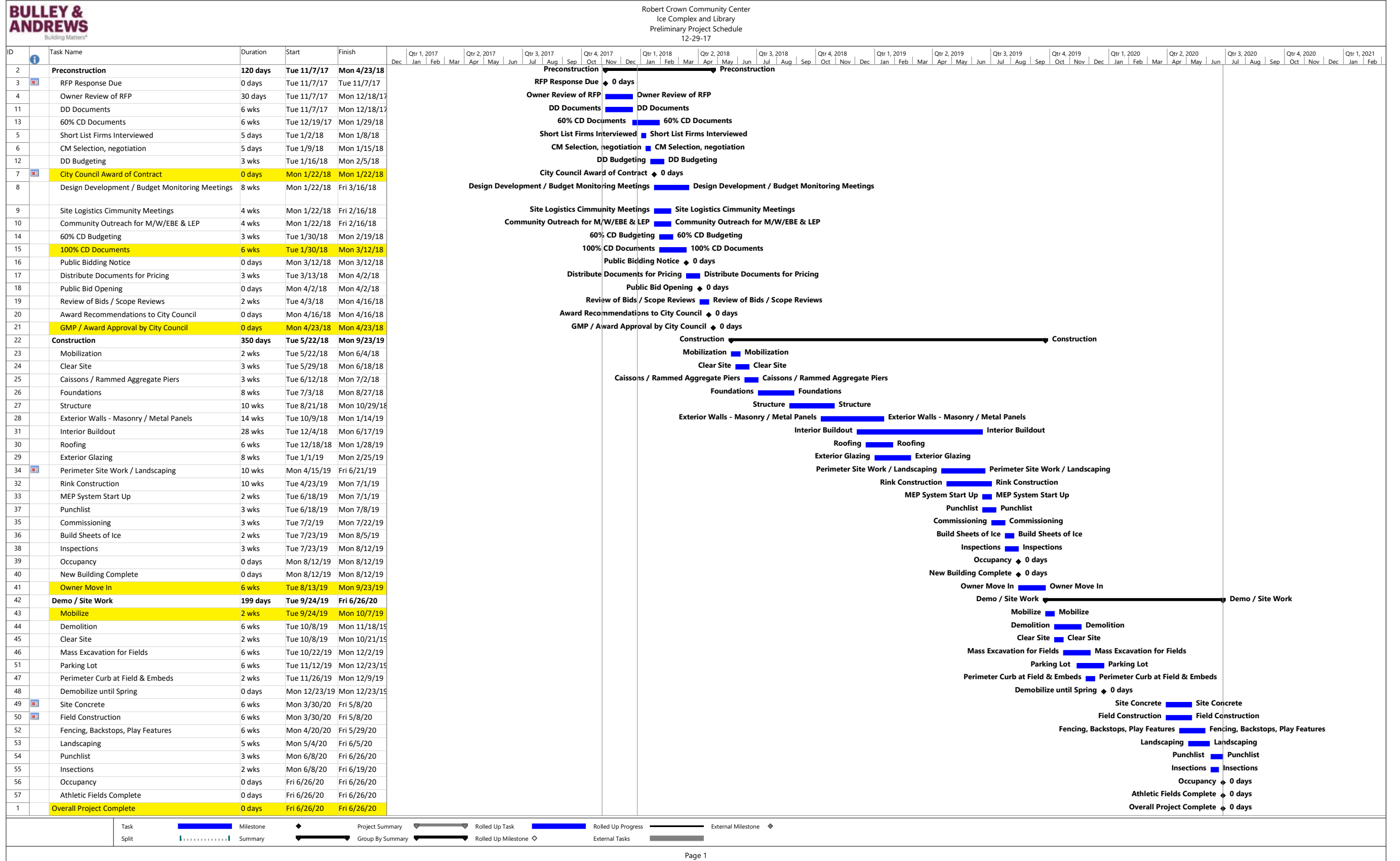


A detailed preliminary project schedule has been developed by B&A with input from key subcontractor trades. Phasing has been developed to ensure the existing facility remains operational until the new facility has obtained occupancy.

Key dates that require action by the project team are noted in yellow, at right.

B&A has also provided a detailed preconstruction schedule, outlined by week. This schedule highlights the immediate steps necessary to ensure that a start date of 5/22/18 can be achieved. Maintaining this target start date is critical to ensuring the new building occupancy date of 8/12/19.

Please review the outline on pages 24-25 to gain a fuller understanding of the project's next steps.



Schedule: Key Actions To “Shovel Ready”

Robert Crown Community Center: Road to "Shovel in the Ground "
Week 1 - 1/15/18
<p>Collaborative interactive approach with City of Evanston, WTA and consultants</p> <p>Meeting with City of Evanston representatives, WTA and consultants to review preliminary VE ideas and overall project target budget</p> <p>Update target budget based on preliminary VE meeting</p> <p>Meet with key subcontractors (Exterior envelope, special systems, MEPFP) for market input on current and new VE ideas</p> <p>Provide updated design cost option log based on proposed VE ideas</p> <p>Update budget based on current and new VE ideas</p>
Week 2 - 1/29/18
<p>Meet with project team to review preliminary updated budget, assumptions, clarifications</p> <p>Confirm new updated budget is in line with target value budget</p> <p>Schedule meetings with key subcontractors for additional market input</p> <p>Attend any regularly scheduled design meetings to ensure design is developing within target budget</p>
Week 3&4 - 2/5/18
<p>WTA to update 60% CD drawings with selected VE options incorporated</p> <p>Attend any regularly scheduled design meetings. Ensure that VE ideas and being correctly incorporated to maintain target budget</p> <p>B&A develop trade specific scopes of work, coordinate between trades to ensure full scope and no gaps</p>

Schedule: Key Actions To “Shovel Ready”

<p>Week 5&6 - 2/19/18</p> <p>B&A to obtain minimum of (3) 60% CD subcontractor pricing per trade for budget update</p> <p>60% CD budget review with overall project team to discuss overall scope, assumptions and design development to ensure target budget is met</p> <p>Attend any regularly scheduled design meetings to ensure design is developing within target budget</p> <p>Host outreach meetings to local community for subcontractor and material supplier involvement</p> <p>Pre-qualify and develop bidders list - minimum (5) per trade package</p>
<p>Week 7&8- 3/12/18</p> <p>WTA to issue 100% Construction Documents for bidding</p> <p>Finalize invitation to bid and post public notice to local papers, complete trade specific scope for bid packages</p> <p>Set date for prebid meeting and walk through of existing building and site</p>
<p>Week 9-11 - 4/2/18</p> <p>Bidding period for all trade bid packages</p> <p>Distribute RFI response and addendums</p> <p>Public opening of bid packages</p>
<p>Week 12-14 - 4/23/18</p> <p>Scope reviews with apparent (2) low bidders per trade packages</p> <p>Provide budget summary updated: Budget vs. Bid</p> <p>Recommendations to city for award recommendations</p> <p>Assignment of contracts to CM / Subcontractors</p> <p>Formal award of subcontractor for material procurement</p>
<p>Week 15-18 - 5/21/18</p> <p>Outreach to local community for all residents within the trades for LEP - Connect with awarded subcontractors</p> <p>Community meetings to review site logistics, parking and overall schedule</p> <p>Meet the neighbors "coffee meeting" within B&A project team</p> <p>Hire local LEP laborer for site safety, flagging, clean up for overall project duration</p> <p>Mobilize and secure site</p> <p>Ground Breaking Event</p> <p>Shovel in the Ground: 5/22/18</p>

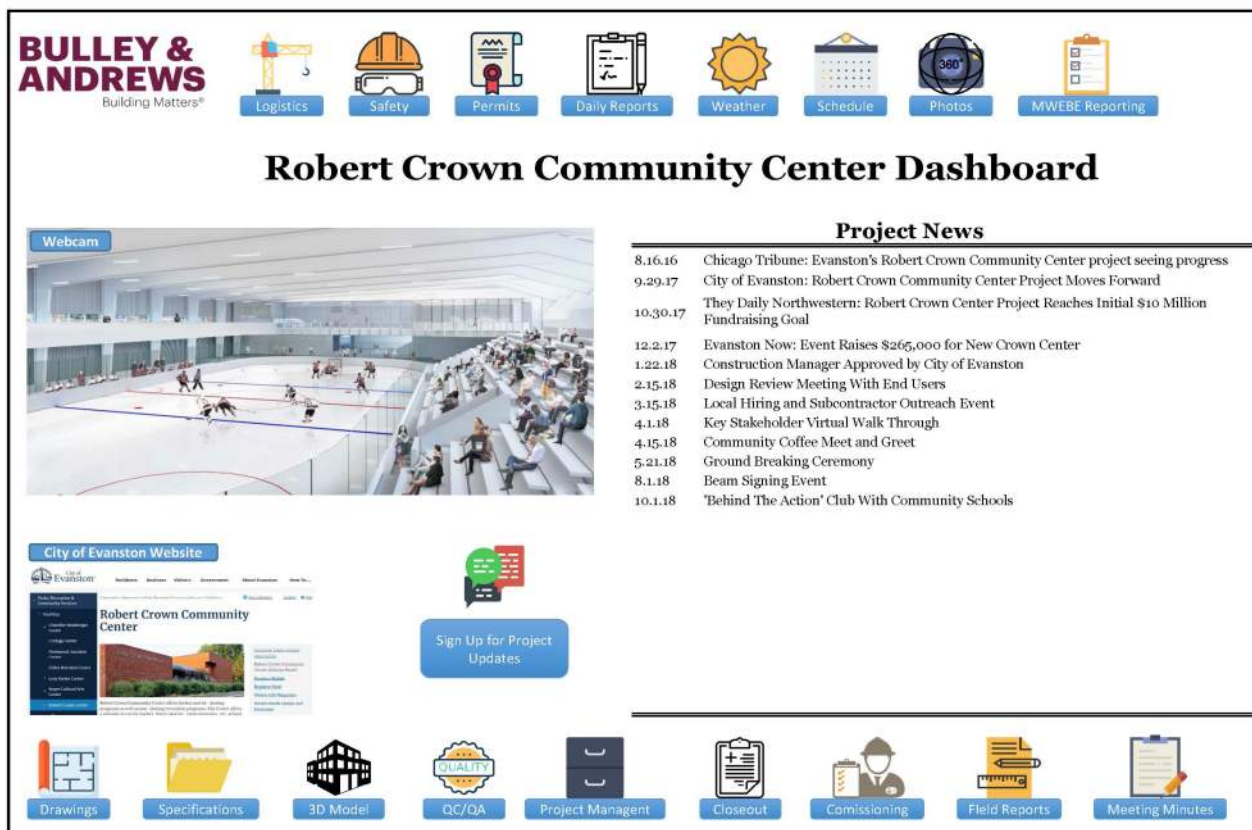
Question 5: Project Management



Project Management

The image below illustrates Bulley & Andrews' "dashboard" customized for management of the RCCC project. B&A utilizes such tools to allow quick, real-time access to all information related to the project. To our experience, this type of navigational access is central to keeping designated team members and stakeholders apprised of the project's status, in addition to improving efficiencies across the board.

We look forward to the opportunity to expound on how B&A will leverage this interactive tool to aid the overall management and delivery of the RCCC project.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/28/2018

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Bulley & Andrews, LLC 1755 W. Armitage Avenue Chicago IL 60622-1163 USA	INSURER A: Arch Insurance Company		11150
	INSURER B: XL Specialty Insurance Co		37885
	INSURER C: The Ohio Casualty Insurance Company		24074
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570070333223 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	41PKG8922003	06/01/2017	06/01/2018	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	41PKG8922003	06/01/2017	06/01/2018	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 type="checkbox"/> RETENTION	Y	Y	US00058033LI17A	06/01/2017	06/01/2018	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	41WCI8921903	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570070333223

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

RE: Bulley Job#: 118079, Project Name: Robert Crown Community Center & Ice Complex. City of Evanston, its Officers, Directors, Trustees, Employees and Agents, Woodhouse Tinucci Architects, Stearn-Joglekar, Ltd., CCJM Engineers, Ltd., Smith+Andersen, Terra Engineering, Ltd., Conservation Design Forum, Jeffrey L. Bruce & Company, Arup, Anne Kustner Lighting Design and Grumman/Butkus Associates are/is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of the certificate holder in accordance with the policy

CERTIFICATE HOLDER	CANCELLATION
City of Evanston 2100 Ridge Avenue Attn: Stefanie Levine Evanston IL 60201 USA	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>Aon Risk Services Central, Inc.</i>





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Bulley & Andrews, LLC	
POLICY NUMBER See Certificate Number: 570070333223			
CARRIER See Certificate Number: 570070333223	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C		Y	Y	ECO(18)58019430 Excess Liability 25M xs ;	08/01/2017	06/01/2018	Aggregate	\$25,000,000
							Each Occurrence	\$25,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Bulley & Andrews, LLC	
POLICY NUMBER See Certificate Number: 570070333223			
CARRIER See Certificate Number: 570070333223	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles:
 provisions of the General Liability, Automobile Liability, Workers' Compensation and Umbrella Liability policies. Umbrella Liability follows form to General Liability, Automobile Liability and Employers Liability policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE AGREED TO BY A WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE AGREED TO BY A WRITTEN CONTRACT	

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

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

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BULLEY & ANDREWS, LLC Endorsement Effective Date: 06/01/2017
--

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT -
DESIGNATED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Designated

Contract(s): All parties where agreed to by a written contract

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V – GARAGE CONDITIONS**, Paragraph **B. 5.**

5. Other Insurance

- e.** With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured: Bulley & Andrews, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06/01/2017

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS

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

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

Endorsement Effective 06/01/2017

Policy No. 41WCI8921903

Endorsement No.

Insured BULLEY & ANDREWS, LLC

Premium

Insurance Company ARCH INSURANCE COMPANY

Countersigned by _____

BROKER –Aon Risk Services Central, Inc.

[REDACTED]
POLICY NUMBER - 41PKG8922003

POLICY PERIOD - 06/01/17 to 06/01/18



a member of Arch Insurance Group

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM COMPUTATION

This endorsement modifies insurance provided as follows:

1. This endorsement applies to the lines of business indicated below:

Commercial General Liability
 Business Auto Covered Autos Liability
 Business Auto Physical Damage

2. Your premium will be computed as follows: Audit Period: 06/01/2017 through 06/01/2018
 Annual Semi-annual Monthly _____ Other _____

3. If Commercial General Liability is indicated in Item 1 above, the deposit premium set forth in the Declarations is adjustable, and is only an estimated premium for the Audit Period shown in 2. above. The final earned premium for the Audit Period will be determined as specified in Condition 5. **Premium Audit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.** The Audit Premium will be computed by applying the Composite Rate(s) against the Audited Exposure and Exposure Reporting Basis listed in the Premium Adjustment Table below. Such rates are prior to any applicable taxes, licenses or fees. The final premium calculation is subject to the Minimum Earned Premium listed in 6. below.

The deposit premium set forth in the Declarations includes premium for subcontractors hired by you. The rate charged for the subcontracted work will be listed in the Premium Adjustment Table below and will depend on whether or not the subcontractor shows evidence of an insurance program that contains:

- a. Workers Compensation/Employers Liability;
- b. All coverages included in the general contractors General Liability policy; and
- c. Limits of liability at least equal to the primary limit of the general contractor.

If the subcontractor(s) insurance meets our requirements, the total cost of the subcontracted work will be applied to the rate shown in the Premium Adjustment Table for the appropriate Contractor/Subcontracted Work classifications.

If the subcontractor(s) insurance does not meet our requirements, premium will be based on the payroll portion of the total cost of the subcontracted work. If your records do not accurately reflect the payroll portion of the contract, the entire cost of the contract may be deemed payroll. These subcontractors will be classified and rated as though they were your employees. Classifications used and rates charged will be shown in the Premium Adjustment Table below.

4. If Business Auto Covered Autos Liability or Business Auto Physical Damage is indicated in Item 1. above, the deposit premium set forth in the Declarations is adjustable, and is only an estimated premium for the Audit Period shown in 2. above. The final earned premium for the Audit Period will be determined as specified in Condition 6. **Premium Audit of SECTION IV – BUSINESS AUTO CONDITIONS.** The final premium will be computed by taking the number of "autos" at the beginning of the Audit Period, adding the number of "autos" determined at the time of Audit and dividing by two to get an average number of "autos". The average number of "autos" will then be applied against the Composite Rate(s) listed in the Premium Adjustment Table below. Such rates are prior to any applicable surplus lines taxes, licenses or fees. The final premium calculation is subject to the Minimum Earned Premium listed in 6. below. Information from a prior audit completed by us will be used as the number of "autos" at the beginning of the Audit Period if available.



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "John Mentz".

John Mentz
President

A handwritten signature in cursive script that reads "Patrick K. Nails".

Patrick K. Nails
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF OCCURRENCE ENDORSEMENT

As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of any accident or incident by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours, principal, partner, owner, or the person or persons responsible for insurance matters listed below shall have received notice from said agent, servant, employee or any other person.

Name: ANY CORPORATE OFFICER OF YOURS, PRINCIPAL, OWNER OR THE
PERSON OR PERSONS RESPONSIBLE FOR INSURANCE MATTERS.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT

It is hereby agreed that your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional or grossly negligent.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

Authorized Representative

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
41PKG8922003	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	<u>83%</u> Year: 20 <u>17</u>
(Refer to Paragraph B. in this endorsement.)	
Federal share of terrorism losses	<u>82%</u> Year: 20 <u>18</u>
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Policy Number
41PKG8922003

SCHEDULE OF FORMS AND ENDORSEMENTS

ARCH INSURANCE COMPANY

Named Insured

Effective Date: 06-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL, INC.

Agent No. 00596

COMMON POLICY FORMS AND ENDORSEMENTS

00 ML0065 00	06-07	U.S. TREASURY DEPARTMENT'S OFFICE
00 ML0039 00	10-13	PREMIUM COMPUTATION
05 ML0002 00	12-14	ARCH INSURANCE GROUP SIGNATURE PAGE
00 ML0020 00	11-03	KNOWLEDGE OF OCCURRENCE ENDORSEMENT
00 ML0021 00	11-03	UNINTENTIONAL ERRORS & OMISSIONS ENDT
IL 09 85	01-15	DISCLOSURE PURSUANT/TERROR RISK INS ACT
FAIC-SKLBUS-CPD	06-01	COMMON POLICY DECLARATIONS
FAIC-SKLBUS-FE	06-01	SCHEDULE OF FORMS AND ENDORSEMENTS
FAIC-SKLBUS-SL	06-01	SCHEDULE OF LOCATIONS
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 47	09-11	ILLINOIS CHANGES - CIVIL UNION
IL 01 62	10-13	ILLINOIS CHANGES - DEFENSE COSTS
00 ML0087 00	11-10	NOTICE OF CANC - SPECIFIED DAYS

GENERAL LIABILITY FORMS AND ENDORSEMENTS

FAIC-SKLBUS-CGLDEC	06-01	COMM GENERAL LIABILITY COVERAGE SUPP DEC
00 GL0045 00	12-03	GENERAL LIABILITY ASBESTOS EXCLUSION
00 GL0173 00	04-04	LEAD CONTAMINATION EXCLUSION
00 GL0356 14	04-12	IL CGL DEDUCTIBLE ENDORSEMENT
00 GL0469 00	06-08	AMENDED DUTIES IN THE EVENT OF
00 GL0473 00	06-08	CONTRACTORS GENERAL LIABILITY
00 GL0474 00	06-08	ANTI STACKING ENDORSEMENT
00 GL0588 00	04-10	BODILY INJURY DEFINITION EXTENSION ENDT
00 GL0591 00	04-10	FELLOW EMPLOYEE COVERAGE FOR DESIGNATED
00 GL0595 14	05-10	IL WHEN WE DO NOT RENEW EXTENDED NOTICE
00 GL0599 00	04-10	BI OR PD EXPECTED OR INTENDED END
00 GL0602 00	04-10	ALIENATED PREMISES-END LIMTD TIME PERIOD
00 GL0669 00	08-11	CONTRACTORS PRIOR INJURY OR DAMAGE
00 GL0698 00	06-11	NEWLY ACQUIRED OR FORMED ORG AMEND DESIG
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
00 GL0042 00	09-03	NON-OWNED WATERCRAFT ENDORSEMENT
00 GL0172 00	03-04	LIMITED CROSS SUITS EXCLUSION
CG 02 00	12-07	IL CHANGES - CANC & NONRENL
00 GL0472 14	06-14	IL-BROAD FORM NAMED INSURED-DSGNTED END

Policy Number
41PKG8922003

SCHEDULE OF FORMS AND ENDORSEMENTS

ARCH INSURANCE COMPANY

Named Insured

Effective Date: 06-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL, INC.

Agent No. 00596

COMMON POLICY FORMS AND ENDORSEMENTS

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00 ML0039 00	10-13	PREMIUM COMPUTATION
05 ML0002 00	12-14	ARCH INSURANCE GROUP SIGNATURE PAGE
00 ML0020 00	11-03	KNOWLEDGE OF OCCURRENCE ENDORSEMENT
00 ML0021 00	11-03	UNINTENTIONAL ERRORS & OMISSIONS ENDT
IL 09 85	01-15	DISCLOSURE PURSUANT/TERROR RISK INS ACT
FAIC-SKLBUS-CPD	06-01	COMMON POLICY DECLARATIONS
FAIC-SKLBUS-FE	06-01	SCHEDULE OF FORMS AND ENDORSEMENTS
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IL 01 47	09-11	ILLINOIS CHANGES - CIVIL UNION
IL 01 62	10-13	ILLINOIS CHANGES - DEFENSE COSTS
00 ML0087 00	11-10	NOTICE OF CANC - SPECIFIED DAYS

GENERAL LIABILITY FORMS AND ENDORSEMENTS

FAIC-SKLBUS-CGLDEC	06-01	COMM GENERAL LIABILITY COVERAGE SUPP DEC
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00 GL0473 00	06-08	CONTRACTORS GENERAL LIABILITY
00 GL0474 00	06-08	ANTI STACKING ENDORSEMENT
00 GL0588 00	04-10	BODILY INJURY DEFINITION EXTENSION ENDT
00 GL0591 00	04-10	FELLOW EMPLOYEE COVERAGE FOR DESIGNATED
00 GL0595 14	05-10	IL WHEN WE DO NOT RENEW EXTENDED NOTICE
00 GL0599 00	04-10	BI OR PD EXPECTED OR INTENDED END
00 GL0602 00	04-10	ALIENATED PREMISES-END LIMTD TIME PERIOD
00 GL0669 00	08-11	CONTRACTORS PRIOR INJURY OR DAMAGE
00 GL0698 00	06-11	NEWLY ACQUIRED OR FORMED ORG AMEND DESIG
CG 00 01	04-13	COMMERCIAL GENERAL LIABILITY COV FORM
00 GL0042 00	09-03	NON-OWNED WATERCRAFT ENDORSEMENT
00 GL0172 00	03-04	LIMITED CROSS SUITS EXCLUSION
CG 02 00	12-07	IL CHANGES - CANC & NONRENL
00 GL0472 14	06-14	IL-BROAD FORM NAMED INSURED-DSGNTED END

Policy Number
41PKG8922003

SCHEDULE OF FORMS AND ENDORSEMENTS

ARCH INSURANCE COMPANY

Named Insured

Effective Date: 06-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL, INC.

Agent No. 00596

00 GL0670 00	02-11	CONTRACTUAL LIABILITY EXCLUSION ENDT
00 GL0671 00	02-11	AMENDED DEFINITION OF OCCURRENCE ENDT
CG 02 24	10-93	EARLIER NOTICE OF CANC PROVIDED BY US
CG 04 24	10-93	COVERAGE FOR INJURY TO LEASED WORKERS
CG 04 29	12-04	POLLUTION EXCLUSION - LIMITED EXCEPTION
CG 04 35	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG 04 37	05-14	ELECTRONIC DATA LIABILITY ENDORSEMENT
CG 20 01	04-13	PRIMARY AND NONCONTRIBUTORY - OTHER INSD
CG 20 10	07-04	ADDL INSD - OWNERS/LESSEES/CONTRACTORS
CG 20 10	10-01	ADDL INSD - OWNERS/LESSEES/CONTRACTORS
CG 20 10	04-13	ADDL INSD - OWNERS/LESSEES/CONTRACTORS
CG 20 12	04-13	ADDL INS-ST,GOV AGY,SUB,POL SUB-PERM
CG 20 33	04-13	ADDL INSD-OWNERS, LESSEES OR CONTR'S
CG 20 34	04-13	ADDL INSD-LESSOR OF LEASED EQUI
CG 20 36	04-13	ADDL INSD-GRANTOR OF LICENSES
CG 20 37	07-04	ADDL INSD-OWNERS/LESSEES/CONTR-COMP OPS
CG 20 37	10-01	ADDL INSD-OWNERS/LESSEES/CONTR-COMP OPS
CG 20 37	04-13	ADDL INSD-OWNERS/LESSEES/CONTR-COMP OPS
CG 21 06	05-14	EXCL-ACC/DISCL OF CONFI OR PERSONAL INFO
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 54	01-96	EXCL-DESIGNATED OPERATIONS
CG 21 65	12-04	TOTAL POLLUTION EXCL-WITH EXCEPTIONS
CG 21 67	12-04	FUNGI OR BACTERIA EXCLUSION
CG 21 70	01-15	CAP LOSSES FROM CERTIF ACTS OF TERRORISM
CG 21 96	03-05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 22 74	10-01	LIMITED CONTR LIABILITY COV FOR PERS/ADV
CG 24 04	05-09	WAIVER OF TRANSFER RIGHTS OF RECOVERY
CG 24 27	04-13	LIMITED CONTRACTUAL LIABILITY-RAILROADS
CG 25 03	05-09	DESIGNATED CONSTRUCTION PROJECTS GENERAL
CG 25 04	05-09	DESIGNATED LOCATIONS GENERAL AGGREGATE
00 ML0207 00	11-03	MODIFIED EXCL - CONTRACTORS - PROF LIAB

AUTOMOBILE FORMS AND ENDORSEMENTS

00 CA0142 00	10-13	COVERAGE FORM REFERENCES
AU-DEC C/W	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
00 CA0039 00	10-13	EARLIER NOTICE OF CANCLLTION BY US ENDT

Policy Number
41PKG8922003

SCHEDULE OF LOCATIONS

ARCH INSURANCE COMPANY

Named Insured

Effective Date: 06-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL, INC.

Agent No. 00596

Loc. No.	Bldg. No.	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001		
002	001		
003	001		
004	001		
005	001		
006	001		
007	001		
008	001		
009	001		
010	001		
011	001		
012	001		

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
Spouse or party to a civil union recognized under Illinois law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section I of the Commercial General Liability, Commercial Liability Umbrella, Employment-related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section II under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section III under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

5. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **30** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

Policy Number
41PKG8922003

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS
ARCH INSURANCE COMPANY

Named Insured

Effective Date: 06-01-17
12:01 A.M., Standard Time

Agent Name AON RISK SERVICES CENTRAL, INC.

Agent No. 00596

Item 1. Business Description: GENERAL CONTRACTOR

Item 2. Limits of Insurance

Coverage	Limit of Liability
Aggregate Limits of Liability	\$ 2,000,000 Products/Completed Operations Aggregate General Aggregate (other than Products/Completed Operations)
Coverage A - Bodily Injury and Property Damage Liability	\$ 1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits of Liability
Damage To Premises Rented To You	\$ 300,000 any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability
Coverage B - Personal and Advertising Injury Liability	\$ 1,000,000 any one person or organization subject to the General Aggregate Limits of Liability
Coverage C - Medical Payments	\$ 10,000 any one person subject to the Coverage A occurrence and the General Aggregate Limits of Liability

Item 3. Retroactive Date

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: _____

(Enter Date or "None" if no Retroactive Date applies)

Item 4. Form of Business and Location of Premises

Forms of Business: LIMITED LIABILITY COMPANY

Location of All Premises You Own, Rent or Occupy:

See Schedule of Locations

Item 5. Forms and Endorsements

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Item 6. Premiums

Coverage Part Premium: \$ _____

Other Premium: _____

Total Premium: \$ _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS – BROAD FORM NAMED INSURED – DESIGNATED ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is hereby agreed that Item 1. of the Declarations is amended to include the following entity as a Named Insured:

And all subsidiary corporations and all affiliated or subsidiary companies now existing or hereinafter acquired or formed and any other legal entity in which you have more than fifty percent (50%) ownership or over which you exercise management or financial control and all partnerships in which the named insured or its subsidiaries have more than fifty percent (50%) ownership interest.

The person or organization first named in Item 1 of the Declarations, by acceptance of this policy, is authorized to act and agrees to act on behalf of all persons or organizations insured under the policy with

respect to all matters pertaining to the insurance afforded by the policy, including the payment of premiums and deductibles, and the receiving of return premiums, if any.

The insurance provided by this endorsement remains subject to paragraph 3. under **SECTION II – WHO IS AN INSURED** regarding newly acquired or formed organizations. Further, nothing in this endorsement shall be construed to affect any of our rights to amend the policy premium during the policy period upon the acquisition of a new subsidiary or other entity by the Named Insured. The first Named Insured shall report to us, as soon as practicable, any acquisitions, dissolution, mergers or ownership changes that occur at any time throughout the policy period.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ASBESTOS EXCLUSION

This policy does not apply to:

Any claim, "suit," demand or loss that alleges "bodily injury," "property damage," or "personal and advertising injury," (including but not limited to, compliance with any request, demand, order, or statutory or regulatory requirement or any other action authorized or required by law) including any costs, fees, expenses, penalties, judgments, fines, or sanctions arising there from, which arises out of, or would not have occurred, in whole or in part, but for the "asbestos hazard."

As used in this exclusion, "asbestos hazard" means:

- (1) actual, alleged or threatened exposure to asbestos in any manner or form whatsoever, either directly or indirectly, or
- (2) the failure to warn, advise or instruct related to asbestos in any manner or form whatsoever, or
- (3) the failure to prevent exposure to asbestos in any manner or form whatsoever, or
- (4) the presence of asbestos in any place whatsoever, whether or not within a building or structure.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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

Policy Number: 41PKG8922003

Named Insured:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This insurance does not apply to and we will not have the duty to investigate or defend any suit brought against you, or pay any costs or expenses of such investigation and defense for liability, claims, damage or loss arising out of: the ingestion, inhalation or absorption of lead in any form.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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

Policy Number: 41PKG8922003

Named Insured:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ILLINOIS COMMERCIAL GENERAL LIABILITY DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS AND COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM

Schedule

An "X" in the table below indicates how a Deductible(s) applies to your policy or coverage form:

Indicate below	Coverage	Deductible Amount	Each Occurrence	Per Claim
<input checked="" type="checkbox"/>	Bodily Injury Liability and Property Damage Liability*	\$ 25,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Bodily Injury Liability and Property Damage Liability* – Other than Products - Completed Operations		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Bodily Injury Liability and Property Damage Liability* – Products - Completed Operations		<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Personal and Advertising Injury	\$ 25,000	Each Person or Organization	
<input checked="" type="checkbox"/>	Employee Benefits Liability	\$ 1,000	Each Employee	
<input type="checkbox"/>	Liquor Liability		<input type="checkbox"/> Per Common Cause	<input type="checkbox"/> Per Claim
<input checked="" type="checkbox"/>	Other: DAMAGE TO PREMISES RENTED TO YOU	\$ 25,000		
<input type="checkbox"/>	Other:			

Deductible Aggregate:

*Medical Payments: Included Excluded

A. DEDUCTIBLE

Our obligation to pay damages, costs, benefits, or medical payments, subject to the Limit of Insurance as shown in the Declarations. This deductible cannot be satisfied by the payment of any other deductible as required by any other insurance issued by us or any other carrier that may also apply to our obligation to pay damages, costs, benefits or medical payments.

B. DEDUCTIBLE AGGREGATE (this provision applies only if an amount is shown as the **Deductible Aggregate** in the Schedule)

Subject to the applicable Limit of Insurance and related policy provisions, we will pay for all damages, costs, benefits, or medical payments payable under the policy without reduction by the **Deductible** when, as a result of the application of the **Deductibles** to damages, costs, benefits, or medical payments payable under the policy, the sum of all **Deductibles** paid by you exceeds the amount shown in the Schedule as the **Deductible Aggregate**.

If the policy period is longer than one year, the **Deductible Aggregate** amount applies separately to each policy year. Each policy year begins with the inception or anniversary date of the policy and ends at the earlier of the next anniversary date or the expiration of the policy.

The **Deductible Aggregate** amount shown above is not subject to adjustment unless a basis of adjustment is shown below.

The **Deductible Aggregate** is adjustable at the rate of _____ per _____ however the minimum amount of the aggregate deductible will be no less than the **Deductible Aggregate** amount shown above.

The adjustment basis is _____ and is estimated at the inception of this policy as the amount of _____.

If any payments are made by us under this policy for damages or "Allocated Loss Adjustment Expenses", the Deductible(s) shown in this endorsement applies regardless of whether any other policies issued by us or any other carrier also apply.

C. ALLOCATED LOSS ADJUSTMENT EXPENSES

You must reimburse us for "Allocated Loss Adjustment Expenses" incurred by us as part of Supplementary Payments in defending a claim or "suit" as indicated by one of the options below:

1. Option I - "Allocated Loss Adjustment Expenses" Are Included In The **Deductible** Shown In The Schedule. Your total reimbursement for damages, costs, benefits, medical payments and "Allocated Loss Adjustment Expenses" combined shall not exceed the **Deductible** shown in the Schedule.

2. Option II - "Allocated Loss Adjustment Expenses" Are Payable In Addition To The **Deductible** Shown In The Schedule On A Shared Basis. The portion of "Allocated Loss Adjustment Expenses" that you must pay will be calculated by dividing the smaller of: (a) the **Deductible** shown in the Schedule; or (b) the damages, costs, benefits, and medical payments we pay; by (c) the damages, costs, benefits, and medical payments we pay.

If we pay no damages, costs, benefits, and medical payment, you must reimburse us for all "Allocated Loss Adjustment Expenses" up to the **Deductible** shown in the Schedule and _____ % (if no amount is shown, 50% will apply) of all remaining "Allocated Loss Adjustment Expenses". Your combined reimbursement for damages, costs, benefits, medical payments and "Allocated Loss Adjustment Expenses" under this option may exceed the **Deductible** shown in the Schedule.

3. Option III - "Allocated Loss Adjustment Expenses" Are Payable In Addition To The **Deductible** Shown In The Schedule And Are Your Full Responsibility. You must pay all "Allocated Loss Adjustment Expenses" attributed to all damages, costs, benefits, and medical payments paid by us. Your total reimbursement for damages, costs, benefits, medical

payments and "Allocated Loss Adjustment Expenses" under this option may exceed the **Deductible** shown in the Schedule.

4. Option IV - "Allocated Loss Adjustment Expenses" Are Payable By Us. We will pay all "Allocated Loss Adjustment Expenses" attributed to all damages, costs, benefits, and medical payments paid by us.

Your obligation to reimburse us for "Allocated Loss Adjustment Expense" applies separately to each occurrence, claim, "employee", common cause or person or organization.

"Allocated Loss Adjustment Expenses" means such claim adjustment expenses directly allocated by us to a particular claim. Such expenses shall include, but not be limited to, attorney's fees for claims in suit; court costs; pre- and post judgment interest; undercover operatives and detective services; employing experts; medical examination, medical cost containment expenses, laboratory, x-ray, and autopsy; stenographic, witnesses, summons, and copies of documents and transcripts; or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of any claim or "suit" against you or for the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" does not include our general overhead, the salary and benefits of any our "employees", nor the fees of any attorney who is our "employee" or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us with respect to a claim or "suit" against you.

D. OUR RIGHT TO REIMBURSEMENT

When we pay all or any part of any **Deductible** shown in the Schedule, you must promptly reimburse us for: a) the **Deductible** or the part of the **Deductible** paid by us, and b) all "Allocated Loss Adjustment Expenses" incurred by us in defending a claim or "suit" according to the option selected in Section C., above.

If we require collateral or other security to secure the **Deductible** and other obligations under this Commercial General Liability Deductible Endorsement, you shall provide such collateral or other security in an amount and form as we may determine.

Upon notification of payment by us, you will promptly reimburse us for any such amounts that we have paid. We may mutually agree upon a final payment amount to satisfy your present and future payment obligations under this Commercial General Liability Deductible Endorsement. Payment by you of such amount will end your obligations to make payments to us under this endorsement.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT AND REPRESENTATIONS CONDITIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **2. Duties in the Event of Occurrence, Claim or Suit** is amended by the addition of the following paragraphs:

- e. It is agreed that where you report an "occurrence" to an insurer providing other than Commercial General Liability insurance, which later develops into a General Liability claim covered under this policy, failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of these conditions. However, you shall give immediate notification of the "occurrence" to us, as soon as it is reasonably possible that the "occurrence" is a General Liability claim.
- f. It is agreed that knowledge of an "occurrence" by any of your agents, servants or "employees" shall not constitute knowledge by you unless one of your "executive officers" or anyone responsible for administering your insurance program has received such notice from the agent, servant or "employee".

2. If Employee Benefits Liability Coverage applies to this policy, the following shall apply:

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** as amended by the Employee Benefits Liability Coverage, Condition **2. Duties In The Event Of An Act, Error Or Omission, 'Claim' or 'Suit'** is amended by the addition of the following paragraphs:

- f. It is agreed that where you report an act, error or omission to an insurer providing other than Commercial General Liability insurance, which later develops into a General Liability claim covered under this policy, failure to report such act, error or omission to us at the time of the act, error or omission shall not be deemed in violation of these conditions. However, you shall give immediate notification of the act, error or omission to us, as soon as it is reasonably possible that the act, error or omission is a General Liability claim.
- g. It is agreed that knowledge of an act, error or omission by any of your agents, servants or "employees" shall not constitute knowledge by you unless one of your "executive officers" or anyone responsible for administering your insurance program has received such notice from the agent, servant or "employee".

3. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **6. Representations** is amended by the addition of the following paragraph:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or omission is not intentional or grossly negligent.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY ENDORSEMENT

This endorsement changes coverage under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. The second paragraph following Exclusion 2. j. (6) is deleted and replaced by the following

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by "specific perils") to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – LIMITS OF INSURANCE**.

2. The last paragraph of **2.Exclusions** under **SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following paragraph as follows:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

3. Paragraph **1.b.** under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted and replaced by the following:

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.

4. Paragraph **1.b** of **COVERAGE C MEDICAL PAYMENTS** is deleted in it's entirely.

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

e. Your subsidiaries will be considered Named Insureds if shown as a Named Insured in the Declarations or, if not shown as a Named Insured in the Declarations:

(1) Such entity has been incorporated or organized prior to the effective date of this policy, under the laws of the United States of America (including any state thereof), its territories or possessions or Canada (including any province thereof): and

(2) You currently own an interest in such entity of more than 50%.

6. Paragraph **3.a.** of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. The last paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following paragraphs:
4. With respect to the "product-completed operations hazard" only, you are an insured for your "bodily injury" and "property damage" liability arising out of a terminated partnership or joint venture. Coverage is excess over any available liability insurance purchased specifically to insure the partnership or joint venture. The insurance provided by this provision will not inure to the benefit of any party except you.
- However no person or organization is an insured with respect to the conduct of any:
- a. Current or past partnership or joint venture, except as provided in 4. above, that is not shown as a Named Insured in the Declarations; or
- b. Current or past limited liability company that is not shown as a Named Insured in the Declarations.
8. Paragraph 6. of **SECTION III-LIMITS OF INSURANCE** is deleted and replaced with the following:
6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by "specific perils", while rented to you or temporarily occupied by you with permission of the owner.
9. Paragraph **b. (1) (a) (ii)** of item 4. **Other Insurance** under **SECTION – IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:
- (ii) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner;
10. The following is added to paragraph **b – Excess Insurance** of 4. **Other Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**
- (5) Any other insurance that is or was purchased to insure:
- (a) Your participation in a partnership or joint venture which terminated or ended prior to the effective date of this policy; or
- (b) A subsidiary not shown as a Named Insured to the extent such subsidiary is an insured as described in paragraph 2.e. of **SECTION II – WHO IS AN INSURED.**
11. Item **a. "Insured Contract"** of 9. under **SECTION V – DEFINITIONS** is deleted and replaced with the following:
- a. A contract for a lease of premises. However that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";
12. Item **a. (1)** of 22. "Your work" under **SECTION V – DEFINITIONS** is deleted and replaced with the following:
- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you in a partnership or joint venture

not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

13. The following are added to **SECTION V – DEFINITIONS**:

23. "Specific perils" means:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet;

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI STACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE
LIQUOR LIABILITY COVERAGE FORM
STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

Under **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV- LIQUOR LIABILITY CONDITIONS**, the following condition is added:

Two Or More Coverage Forms Or Policies Issued By Us

If any "occurrence" or offense covered under this policy is also covered in whole or in part under any other coverage form or policy issued to you by us (or by any of our related or affiliated companies) including but not limited to prior policies issued to you by us, (or by any of our related or affiliated companies), the most that will be paid under all such coverage forms and policies covering the "occurrence" or offense is the single highest applicable limit of liability of one of the policies which cover the "occurrence" or offense. This provision does not apply to policies written by us (or by any of our related or affiliated companies) as insurance that specifically applies in excess of this insurance.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY DEFINITION EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Under the:

1. **COMMERCIAL GENERAL LIABILITY COVERAGE FORM SECTION V - DEFINITIONS, Definition 3. "Bodily injury";**
2. **LIQUOR LIABILITY COVERAGE FORM SECTION V - DEFINITIONS, Definition 1. "Bodily injury"; or**
3. **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM SECTION V - DEFINITIONS, Definition 2. "Bodily injury"**

is deleted and replaced by the following definition:

"Bodily injury" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily injury" includes mental anguish, shock, or emotional distress when accompanied by physical injury, sickness or disease.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FELLOW EMPLOYEE COVERAGE FOR DESIGNATED EMPLOYEE(S)/POSITION(S)
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Name of Employee(s), Job Title(s) or Position(s):

ALL EMPLOYEES AT THE LEVEL OF SUPERVISOR AND ABOVE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Under **Section II – WHO IS AN INSURED**, paragraphs **2.a.(1)(a)**, **2.a.(1)(b)** and **2.a.(1)(c)** do not apply to the "employee(s)", job title(s) or position(s) named or listed in the Schedule.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS WHEN WE DO NOT RENEW EXTENDED NOTICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Under **Section IV, Condition 9. When We Do Not Renew** is deleted in its entirety and replaced by the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail to the Named Insured shown in the Declarations at the last mailing address known by the company, written notice of the nonrenewal not less than 90 days before the expiration date.

Proof of mailing will be sufficient proof of notice.

If the state nonrenewal endorsement provides for more than the number of days notice of nonrenewal shown above, this provision does not apply.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922002

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion 2.a. **Expected or Intended Injury** is deleted in its entirety and replaced by the following exclusion:

a. **Expected or Intended Injury**

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

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 6/1/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALIENATED PREMISES ENDORSEMENT - LIMITED TIME PERIOD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Exclusion 2. j. (2) does not apply if the premises is "your work" and was not occupied, rented or held for rental by you for more than 6 months after completion.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 6/1/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS PRIOR INJURY OR DAMAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that Paragraph 1. of Section I is deleted and replaced by the following:

1. Insuring Agreement

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

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

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" first takes place during this policy period regardless of when the "occurrence" giving rise to "bodily injury" or "property damage" takes place.

c. All "bodily injury" or "property damage" is deemed to first take place at the earliest of when:

- (1) Any "bodily injury" or "property damage" began; or
- (2) Any "bodily injury" or "property damage" first manifests;

regardless of whether the "bodily injury" or "property damage" is continuous, progressive, repeated, changing, results from exposure to substantially the same general harm, or results in additional claims.

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

All other terms and conditions of this Policy remain unchanged.
Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**NEWLY ACQUIRED OR FORMED ORGANIZATION AMENDMENT – DESIGNATED
DAYS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **SECTION II – WHO IS AN INSURED**, paragraph **3.a.** is deleted in its entirety and replaced by the following paragraph:

- a. Coverage under this provision is afforded only until the 180 day after you acquire or form the organization or the end of the policy period, whichever is earlier;

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

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

Policy Number: 41PKG8922003

Named Insured: 1

Endorsement Effective Date: 06/01/2017

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

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

n. Recall Of Products, Work Or Impaired Property
 Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 (1) "Your product";
 (2) "Your work"; or
 (3) "Impaired property";
 if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury
 "Bodily injury" arising out of "personal and advertising injury":
p. Electronic Data
 Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. However, this exclusion does not apply to liability for damages because of "bodily injury".
 As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law
 "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 (1) The Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law;
 (2) The CAN-SPAM Act of 2003, including any amendment or addition to such law;
 (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Personal property in the care, custody or control of the insured;
 (5) That particular part of real property on which you or any contractors or subcontractors are performing operations, if the "property damage" arises out of those operations; or
 (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.
 Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.
 Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.
 Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
 Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".
k. Damage To Your Product
 "Property damage" to "your product" arising out of it or any part of it.
l. Damage To Your Work
 "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard";
 This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured
 "Property damage" to "impaired property" or property that has not been physically injured, arising out of:
 (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
 (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
 (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

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

h. Wrong Description Of Prices

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

- n. **Pollution-related**
Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants";
- o. **War**
"Personal and advertising injury", however caused, arising, directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- p. **Recording And Distribution Of Material Or Information In Violation Of Law**
"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- i. **Infringement Of Copyright, Patent, Trademark Or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement";
- j. **Insureds In Media And Internet Type Businesses**
"Personal and advertising injury" committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of web sites for others; or
 - (3) An internet search, access, content or service provider.
 However, this exclusion does not apply to Paragraphs 14.a, b, and c. of "personal and advertising injury" under the Definitions section. For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- k. **Electronic Chatrooms Or Bulletin Boards**
"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.
- l. **Unauthorized Use Of Another's Name Or Product**
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- m. **Pollution**
"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

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

2. Each of the following is also an insured:

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

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

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

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

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

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

a. Medical expenses under Coverage C;

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

c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** — Coverage **A** — Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
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" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

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

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

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, 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.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED WATERCRAFT ENDORSEMENT

This endorsement makes the following modification to this insurance.

1. Section I – Exclusions – g. (2) (a) is deleted and replaced with the following:
 - (a) Less than 75 feet long.

All other terms and conditions of this Policy remain unchanged.

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CROSS SUITS EXCLUSION

This insurance does not apply to and we will not have the duty to investigate or defend any suit brought against you, or pay any costs or expenses of such investigation and defense for liability, claims, damage or loss arising out of damages of one insured against another insured.

However this exclusion does not apply to parties added as additional insureds via the use of an additional insured endorsement.

All other terms and conditions of this Policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: 41PKG8922003

Named Insured:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Cancellation (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or

f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY EXCLUSION ENDORSEMENT

This endorsement changes coverage under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **Section I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2 Exclusions**, Exclusion **b. Contractual Liability** is deleted in its entirety and replaced by the following:

b. Contractual Liability

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

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

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED DEFINITION OF OCCURRENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **Section V - Definitions**, Definition **13**. "Occurrence" is deleted in its entirety and replaced by the following:

- 13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage", neither expected nor intended from the standpoint of any insured.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-01-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR INJURY TO LEASED WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to the Employer's Liability exclusion (Section I) only, the definition of "employee" in the DEFINITIONS Section is replaced by the following:

"Employee" does not include a "leased worker" or a "temporary worker".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION – LIMITED EXCEPTION FOR A SHORT-TERM POLLUTION EVENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following replaces Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

B. The following are added to the **Definitions** Section:

1. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

a. Begins during the policy period;

b. Begins at an identified time and place;

c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";

d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;

e. Does not originate from an "underground storage tank"; and

f. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through f. of this definition to be considered a "short-term pollution event".

2. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$ 1,000,000 each employee	\$ 1,000	INCLUDED
	\$ 2,000,000 aggregate		
Retroactive Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to Section I – Coverages:

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

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

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

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

c. Failure To Perform A Contract

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

d. Insufficiency Of Funds

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

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

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

f. Workers' Compensation And Similar Laws

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

g. ERISA

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

h. Available Benefits

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

i. Taxes, Fines Or Penalties

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

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

- B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

- C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II – Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

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

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

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions** are replaced by the following:
- 2. Duties In The Event Of An Act, Error Or Omission, Or 'Claim' Or 'Suit'**
- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and

- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

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

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

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

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Loss Of Electronic Data Limit:	\$1,000,000
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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A. Exclusion 2.p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following paragraph is added to Section III – Limits Of Insurance:

Subject to 5. above, the Loss Of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

D. The following definition is added to the **Definitions** section:

"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.

E. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p> <p>ALL PARTIES WHERE AGREED TO BY A WRITTEN CONTRACT</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE AGREED TO BY A WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

ALL PARTIES WHERE AGREED TO BY A WRITTEN CONTRACT

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

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

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

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: ALL PARTIES WHERE AGREED TO BY A WRITTEN CONTRACT
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE AGREED TO BY A WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – WITH
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising 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, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DESIGNATED OPERATIONS COVERED BY A
CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

**ALL PROJECTS AND LOCATIONS WHERE THE INSURED IS PERFORMING WORK
THAT IS SUBJECT TO A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM
WHETHER PROVIDED BY THE OWNER, PRIME CONTRACTOR OR PROJECT MANAGER.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the

prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses 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 entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. 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 entity.

- C. The following definition is added to the Definitions Section:**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED CONTRACTUAL LIABILITY COVERAGE FOR
PERSONAL AND ADVERTISING INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contract Or Agreement:
ALL WRITTEN CONTRACTS WHERE THE INSURED IS SPECIFICALLY REQUIRED TO INDEMNIFY ANOTHER PARTY FOR PERSONAL AND ADVERTISING INJURY DAMAGES.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. With respect to the contract or agreement designated in the Schedule above, Subparagraph e. of Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- (b) The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and
- (c) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in such designated contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" described in Paragraph **A.2.e.(2)(c)** above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same designated contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

B. With respect to the contract or agreement designated in the Schedule above, the following is added to Section I - Supplementary Payments - Coverages A And B:

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- 1. The "suit" against the indemnitee seeks damages for which the insured has assumed tort liability of the indemnitee in a designated contract or agreement shown in the Schedule, if such liability pertains to your business. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 2. This insurance applies to such liability assumed by the insured;
- 3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same designated contract or agreement;
- 4. The allegations in the "suit" and the information we know about the offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

6. The indemnitee:

a. Agrees in writing to:

- (1) Cooperate with us in the investigation, settlement or defense of the "suit";
- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (3) Notify any other insurer whose coverage is available to the indemnitee; and
- (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

b. Provides us with written authorization to:

- (1) Obtain records and other information related to the "suit"; and
- (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.e.(2)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in Paragraph **A.2.e.(2)(c)** above and will not reduce the limits of insurance.

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

- 1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- 2. The conditions set forth above, or the terms of the agreement described in Paragraph **6.** above, are no longer met.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LIMITED CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	RAILROADS WHERE REQUIRED BY WRITTEN CONTRACT.
Designated Job Site:	LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
APPLIES TO ALL CONSTRUCTION PROJECTS OF THE INSURED UNLESS OTHERWISE EXCLUDED.

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

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

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

APPLIES TO ALL LOCATIONS OCCUPIED BY THE INSURED UNLESS OTHERWISE EXCLUDED.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor. However any coverage under this policy that results from this exception is excess over any other available insurance.

All other terms and conditions of this Policy remain unchanged.

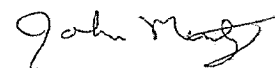
Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 41PKG8922003

Named Insured:

Endorsement Effective Date: 06/01/2017



President