

**JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.**

THIS JOB ORDER MASTER AGREEMENT (this "Contract") is entered into as of March 19, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Utility Construction Company, Inc., a(n) Arizona corporation (the "Contractor").

RECITALS

A. The Town issued a Request for Qualifications, CS2019-006, Construction Services (the "RFQ"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking statements of qualifications from vendors for construction and related services.

B. The Contractor submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for Construction Services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Contract. This Contract shall be effective as of the date first set forth above and shall remain in full force and effect for one year with up to four (one) year renewable options.

2. Job Order Master Contract Process.

2.1 Indefinite Delivery and Quantity. This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction Services within the scope of this Contract as Town may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders will generally include Design Services and where Design Services are necessary, Town will contract for those services separately. A separate Job Order will be issued for each Project describing the specific Work to be performed by the Contractor for that Project. There may be multiple Projects, and, therefore, multiple Job Orders, under this Contract.

2.2 Non-Exclusive Contract. Town shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition, as to any Job Order, Town may elect to have Design Services provided by Town's internal

consultants or by independent Design Professionals. Such action by Town shall not constitute a breach or otherwise violate this Contract.

2.3 No Obligation for Town. This Contract does not obligate or require Town to offer any Job Order to Contractor and no Contract will exist for any specific Work until a Job Order for such Work has been fully executed by Town and Contractor.

2.4 Scope of Work Under This Contract. This Contract is for a broad range of maintenance, repair and minor construction work on real property. The scope of this Contract will be to provide construction services, including minor associated incidental design services, for a broad range of Town renovation and construction projects and will include a variety of trades as set forth on Exhibit B.

2.5 Contract Price for Each Job Order. The amount to be paid by Town for the Project under each Job Order is the Contract Price for the Job Order. The Contract Price includes the Contract Price for the Work. The Contract Price for any Job Order may be a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following:

A. The cumulative sum of the Job Orders performed by Contractor during any twelve (12) month period shall not exceed \$125,000.00.

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

C. Contractor may not refuse any Job Order under this Contract properly issued by Town, unless Contractor explains, in writing and to Town's satisfaction, that the scope of work under a specific Job Order is poorly defined or hazardous to health or safety.

2.6 Job Order Format. Each Job Order shall be in the form attached as Exhibit C hereto and shall not be effective or binding until fully executed by all parties.

2.7 Job Order Development. The general steps for development of a Job Order are:

A. When Town identifies a need for performance of a Project under a Job Order, Town will issue a request to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, Town will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) working days of receipt of this notification, or such other time as set by Town, Contractor will:

- (i) Visit the proposed site of the Project with Town designated representatives; and
- (ii) Arrange with Town to further define the scope of the needed Project.

B. Contractor will thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

C. Town will arrange for any needed Design Services to produce the Drawings and Specifications, with a copy to Town and a copy to Contractor. Design Services will not begin until the scope of Design Services is approved by Town. The Drawings and Specifications developed as part of the Design Services are subject to approval by Town. If there are no Design Services required for a specific Job Order, Town will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

D. Upon establishment of the scope of Work needed for a Project, Contractor will prepare its proposal for accomplishment of the Project under either a Fixed Price or a Guaranteed Maximum Price (GMP), as in a form and substance determined by Town. GMP (Open Book) pricing shall consist of direct job cost, project-specific general conditions, general and administrative cost, profit, Bond cost and sales tax will be added to Open Book pricing for total Job Order Cost.

2.8 Issuance of Job Orders. The Town Representative will compare the Contractor's Job Order Proposal with Town's estimate, schedules and other requirements, and then, if the Town Representative determines it is in the best interest of Town, arrange a meeting with Contractor, at which time the Contractor's Job Order Proposal will be discussed and negotiated. If the Town Representative determines that it is in the best interest of Town, Town shall then issue a completed Job Order, in the form attached as Exhibit C, to Contractor for execution.

3. Performance of the Work.

3.1 Specifications. The Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, current edition ("MAG Specifications"), Maricopa Association of Governments, Standard Details for Public Works Construction, current edition ("MAG Details"), have been adopted by Town and shall apply to the Work, to the extent applicable. In addition, to the extent Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications or MAG Details (collectively the "Town Specifications"), those Town Specifications shall apply to the Work when and where appropriate and the Contractor shall fully comply therewith. Any questions or concerns about the applicability of any specific MAG or Town Specifications to the Work shall be directed in writing to the Project Engineer. The MAG Specifications, MAG Details and Town Specifications are incorporated into the Contract.

3.2 Coordination. Contractor shall be responsible for coordinating the performance of the Work with the Project Engineer, Project Manager, Engineering Department and other departments or agencies within Town, the design professionals and other contractors involved in the Project. Contractor shall also cooperate with Town in communicating with,

obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.

3.3. Inspection/Reporting. Before starting the Work, the Contractor shall carefully study and compare the various plans, drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by Town, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to Town in such form as Town may require. The Contractor shall be liable to Town for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents if the Contractor, with the exercise of reasonable care should have recognized such error, inconsistency, omission or difference and fails to report it to Town. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the work installed by other contractors, is not guaranteed by Town. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to Town, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

3.4. Extra Work/Changes in the Work/Approvals. Town reserves the right to make such changes in the plans and specifications for the Work, within the general scope thereof, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

A. Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work; on all such Change Orders and Extra Work Orders, Contractor shall specify the increased and/or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order or Extra Work Order. In no event, however, will the Contractor be entitled to collect for overhead and profit for such changes more than the percentages of Contractor's actual and direct cost incurred in such change as set forth in the corresponding Change Order. If additional work is performed on the basis of an Extra Work Order, a corresponding Change Order shall be prepared, approved and processed by Town before payment can be made to Contractor.

B. Upon request by Town, Contractor shall submit for Town's prior approval all samples, product data, shop drawings on all materials, systems and equipment to be incorporated into the Work.

C. The Project Manager shall be designated by the Town. All communications concerning performance of the Work or the Project shall be provided to the designated Project Manager, who has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. The Project Manager has no authority to bind Town or Town Council in contravention of any Town Code, State or Federal statute or regulation, or this Contract. Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of Work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

3.5. Time/Float. Contractor shall strictly comply with the Project schedule approved in writing by Town (the "Contract Time"). The Contract Time shall start with the Notice to Proceed and end with final acceptance of the Work. Contractor shall commence performance of the Work and complete the Project through both substantial completion and final acceptance within the Contract Time, and failure to do so shall be a material breach of the Contract.

A. Time is of the essence of the Contract, for the Project, for the Work, and for each phase and/or designated milestone thereof.

B. No modification to the Contract Documents or the Contract Time shall be effective unless approved in writing, in advance, by Town.

C. The total float time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of float as needed to meet contract milestones and the Project completion date.

4. Payments. Payments shall be made as follows:

4.1 Progress Payments.

A. Progress billings will be processed monthly starting upon Project commencement.

B. Contractor billings shall be submitted on Contractor's typical invoice form.

C. A list of all suppliers (including name, contact information and phone numbers) to be used by Contractor must be received and approved by Town, prior to release of Contractor's monthly progress payment. Town's approval of Contractor's suppliers shall not release Contractor from any of its obligations under this Contract, including without limitation, Contractor's indemnification, and insurance obligations.

D. If required by Town, Contractor will be required to execute an Unconditional Waiver and Release on Progress Payment or Unconditional Waiver and Release on final payment contemporaneously with the receipt of partial or final payments, or other form of acknowledgment of payment and/or release of claims as required by Town,

as well as unconditional lien waivers executed by subcontractors and/or suppliers who have provided labor, materials, or rental equipment to Contractor. Payments of any amounts covered by any conditional lien waivers may, at Town's sole discretion, be made by joint check issued to the Contractor and the subcontractor or supplier.

E. Contractor shall submit all other supporting documentation substantiating its Invoice as may be reasonably required by the Engineer, Project Manager, Town, and applicable laws.

4.2 Final Payment. Final payment including retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and accepted by Town and Engineer; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings, plans and specifications have been delivered to Town; (iii) if required by Town, full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Town; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town an Invoice requesting payment. The Contract number must be referenced on all invoices.

4.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which the Contractor is responsible, including, without limitation:

- A. defective Work not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Town is provided by the Contractor;
- C. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- D. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. damage to Town or another contractor;
- F. reasonable evidence that the Work will not be completed within the Contract Time set forth in Exhibit B (or otherwise by Town), and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- G. persistent failure to carry out the Work in accordance with the Contract Documents.

4.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of Town it is advisable, payments may be made directly to

Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

4.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

4.6. Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for Work performed.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, without limitation, all of Contractor's applicable licenses issued by the Arizona Registrar of Contractors. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set

forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

9. Work Standards, Warranties and Correction of Work. All materials and other items incorporated into the Work shall be new, and all Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans, specifications, schedules, Contract Documents and all other terms and conditions of the Contract.

9.1 Express Warranties. Within fourteen (14) days of the completion of the Work (or at such earlier time as requested by Town), Contractor shall execute and deliver to Town all warranties regarding the Work required by the Project plans and specifications. These warranties shall be in form and content satisfactory to Town, and any other person reasonably requested by Town, or Town's lender(s).

9.2 Standard Warranty. In the absence of any requirement for warranties in the Project specifications, Contractor hereby warrants that the Work shall be free of any defects in quality or workmanship for a period of two (2) years after the date of completion and acceptance of the Project by Town.

9.3 Correction of Work. The Contractor shall promptly correct Work rejected by the Project Engineer, Project Manager, or Town as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of (two) 2 years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, Town may correct it and the Contractor shall reimburse Town for the cost of correction.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do

business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with

respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) 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" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations

by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

12.7. Upon any termination of the Contract, no further payments shall be due from Town to Contractor unless and until Contractor has delivered to Town any and all documentation required to be maintained by Contractor or provided by Contractor to Town.

12.8. Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work

as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Town of Fountain Hills
4711 East Falcon Drive, Suite 111
Mesa, Arizona 85215
Attn: Aaron D. Arnson, Town Attorney

If to Contractor: Utility Construction Company, Inc.
8435 East Baseline Road, Suite 106
Mesa, Arizona 85209
Attn: Bob Martin, Vice President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant

to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Contractor's SOQ, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

13.22 Special Provisions. The Contract created by this request and the resulting request for qualifications will automatically renew for up to four successive one-year terms, unless the Vendor notifies the Town in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the Vendor notifies the Town in writing of any rate increase and the Town approves the increase with an authorized signature, prior to the end of the then-current term.

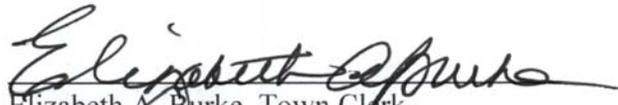
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

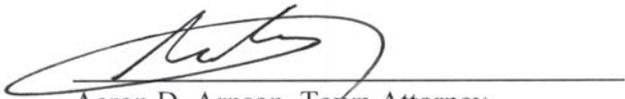
TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:


Aaron D. Arnson, Town Attorney

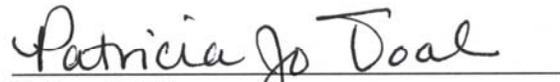
(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On March 26, 2019, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



(Affix notary seal here)


Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

EXHIBIT A
TO
JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.

[SOQ]

See following pages.

STATEMENT OF QUALIFICATIONS

Submitted by: Utility Construction Company, Inc.

**CS2019-006
General Construction Services**

January 7, 2019

Submitted to:

Town Clerk
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

Submitted by:

Utility Construction Company, Inc.
8435 E. Baseline Rd, Suite #106
Mesa, Arizona 85209
Phone: (480) 654-3100
Contact: Bob Martin, Vice President



January 7, 2019

Town Clerk
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

Re: CS2019-006
General Construction Services Job Order Contract

Subject: Submittal of SOQ by Utility Construction Company, Inc.

Ladies and Gentlemen,

Utility Construction Company, Inc. (UCC) is very pleased to present the Town of Fountain Hills with the this Statement of Qualifications (SOQ) in response to Solicitation No. CS2019-006 for the 'General Construction Services' Job Order Contract.

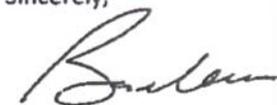
UCC is experienced in the management and delivery of work under long-term Job Order Contracts. We are confident that you will find UCC to be a highly qualified firm of value to the Town of Fountain Hills for the performance of many services identified in the solicitation.

For your reference, please note:

- UCC has provided one (1) original and three (3) copies of this SOQ.
- UCC hereby acknowledge the following Addenda: Questions and Responses (1 page), "CS2019-006 QA (PDF)"
- UCC's contact person for this opportunity is: Bob Martin, CCM, Vice President, Cell (602) 717-7697
- UCC takes no exceptions to the requirements of the Solicitation.
- UCC has been in business for 27 years and is financially stable.
- Bob Martin is authorized to bind UCC under the solicitation and this SOQ.

If you have any questions, or need any other information, please do not hesitate to contact me at (602) 717-7697. Thank you very much for your consideration.

Sincerely,



Bob Martin, CCM
Vice President
bob@utilityconstructionco.com
Cell: (602) 717-7697

TABLE OF CONTENTS

COVER LETTER..... 1

TABLE OF CONTENTS..... 2

A. GENERAL INFORMATION: 3

(1) Cover Letter 3

(2) Vendor Identification 3

(3) Office Location 3

(4) General Description of Vendor 4

a. General Information..... 4

b. Proposed UCC Services (Scope of Work) 4

(5) Terminated Contracts 7

(6) Claims 7

(7) Debarment 7

(8) Vendor Information Form 7

B. EXPERIENCE AND QUALIFICATIONS OF THE VENDOR: 8

(1) Vendor's Experience in Similar Services..... 8

(2) Similar Projects 9

(3) AZ Contractor's Licenses 11

(4) Additional Documentation..... 11

C. KEY POSITIONS: 12

(1) UCC Key Personnel..... 12

(2) Roles and Responsibilities..... 13

(3) Subcontractors..... 13

CONCLUSION..... 15

Attachments: UCC 'Vendor Information Form' with AZ UTRACS DBE/SBC documentation

A. GENERAL INFORMATION:

(1) Cover Letter

Utility Construction Company, Inc. (UCC) has provided a cover letter at the forward of this Statement of Qualifications (SOQ).

(2) Vendor Identification

UCC is a privately-held Arizona corporation founded in 1992. UCC is not a wholly owned subsidiary of another company. UCC is a for-profit corporation. Following is key information related to the firm:

Legal Name: Utility Construction Company, Inc.

Physical Address: 8435 E. Baseline Rd, Suite #106, Mesa, Arizona 85209

Mailing Address: P.O. Box 1820, Queen Creek, Arizona 85142

Identification No.: 86-0810765 (Federal Tax ID Number)

Legal Form: Corporation

The following person is UCC's representative that may be contacted concerning this SOQ:

Name: Bob Martin, CCM

Title: Vice President

E-Mail: bob@utilityconstructionco.com

Cell: (602) 717-7697

(3) Office Location

UCC principal office is located in the southeast valley at 8435 E. Baseline Road, Suite #106, Mesa, Arizona 85209. This Mesa, AZ office will serve as UCC's 'principal office' and 'local work office' for services under this Job Order Contract.

UCC may also utilize local UCC branch offices throughout the valley for dispatch of personnel and equipment for services provided to the Town of Fountain Hills.

(4) General Description of Vendor

a. General Information

Utility Construction Company, Inc. (UCC) is licensed general contractor focusing on construction, service, maintenance and material re-sale contracts in the southwest United States. With our headquarters in Mesa, Arizona, work in the Phoenix-metro area is our primary target.

UCC is owned by UCC President and CEO Suzette Nickum. UCC is a certified Disadvantaged Business Enterprise (DBE) with the Arizona Department of Transportation, and a certified Small Business Concern (SBC) with the City of Phoenix.

UCC has a strong background in electrical infrastructure including Streetlighting, Traffic Signals, Underground Utilities, Directional Boring and Medium Voltage work. In the last decade, UCC has also grown to provide services in other fields including grading/earthwork and wet utilities. Service contracts, O&M contracts, JOC contracts and Alternative Delivery contracts represent a large portion of our work.

UCC has approximately 120 employees, including many long-term key personnel.

UCC has multiple facilities in place in the Phoenix valley for staging of labor and equipment for efficient dispatching to project sites.

We hold a large fleet of construction equipment to support our self-perform work, including backhoes, trenchers, excavators, dump trucks, water trucks, aerial lifts, bucket trucks, line trucks, heavy earthmoving equipment, vertical pressure drills, soft-dig (water, air) vacuum excavation rigs, trucks and trailers.

UCC founded in 1992 and has been in business for twenty-seven (27) years.

UCC is also able to offer the services and products of UCC subsidiary 'PLG, LLC' for custom indoor and outdoor lighting LED products and solutions (www.plgled.com), including energy and lighting audits, photometric design, LED retrofits, custom fixtures, energy saving options and LED design. PLG, LLC is UL certified, IGA dark sky listed and DLC listed.

b. Proposed UCC Services (Scope of Work)

UCC has a strong background in delivering civil, commercial and building projects from \$1,000 to \$5.0M in size through self-perform work and subcontractor services.

Table 1. below provides a list of the proposed services of UCC under this JOC. UCC intends to self-perform the services listed in Table 1. UCC is interested in work under this JOC for any and all of the trades listed in Table 1.

Table 2. below provides an summary of UCC experience compared to all services listed in Section II. Scope of Work of the Request for Statement of Qualifications (RFQ).

Table 1 - UCC Proposed Services (Self-Perform Work)

Service:	Including:
a) Buildings and Improvements	Electrical Wet / Dry Utilities Lighting Communication / Telco Utility Services Grading / Earthwork
m) Lighting	Indoor Outdoor Sports Park Common Area LED Controls Energy-Savings Contracts
n) All wiring, plumbing, conduit:	600V and under Medium Voltage over 600V Electrical Distribution SES's / Gear Controls Electrical Service
q) Other Construction-related projects and materials as needed:	General Contracting O&M Services Traffic Signals Streetlighting Directional Boring Excavations Trenching Vacuum Pot-Holing Site Work Grading Water Truck services Dump Truck / Hauling services Demolition

Table 2 - UCC Experience Matrix

	Services	Experience in Self-Performing	UCC in role General Contractor, managed Subcontractors to Perform Trade	No experience to date
a	Buildings & Improvements	X	X	
b	Slabs / Foundations	X	X	
c	Walls / Flooring / Roofing		X	
d	Debris	X	X	
e	Doors / Windows		X	
f	Canopies / Shades	X	X	
g	Ramps		X	
h	Steps		X	
i	Fences / Gates	X	X	
j	Playground Equipment and Surfaces			X
k	Sports fields, turf, bleachers and structures			X
l	Plumbing / sprinklers		X	
m	Lighting	X	X	
n	All wiring, plumbing, conduit	X	X	
o	Fixtures and Equipment		X	
p	Park benches, ramadas and picnic tables		X	
q	Other construction-related projects and materials as needed	X	X	

As outlined in Table 2. above, UCC has experience with projects collectively encompassing all services listed in Section ii. Scope of Work of the Request for Statement of Qualifications except the following items:

- j) Playground equipment and surfaces
- k) Sports fields, turf, bleachers and structures

(5) Terminated Contracts

UCC and its Officers have never had any contract or subcontract terminated.

(6) Claims

Within the past five years, no claims have been filed against UCC that have resulting in litigation or arbitration with the following item that may be considered as an exception:

While under a 5-year contract (2014-2018) with the City of Phoenix for city-wide Streetlight Maintenance services, a vehicle accident with occurred at an ADOT freeway overpass off-ramp. UCC, the City of Phoenix, Arizona Department of Transportation (ADOT) and multiple other public agencies and private parties were listed as defendants in a claim. Multiple allegations were made by the Plaintiff related to deficient design and insufficient maintenance of the roadway, one being lack of proper streetlighting at the location. UCC worked collaboratively with the City of Phoenix to demonstrate that the streetlights in question were outside of the requirements of UCC's service contract, with the streetlights being owned and maintenance by ADOT. UCC's comprehensive database of service records (over 25,000 work orders under the contract) and comprehensive record keeping also aided in the clarification. At this time UCC is working to have our firm dismissed from the claim.

(7) Debarment

UCC has never been debarred by any federal, state or local government agency.

(8) Vendor Information Form

Please see attached 'Vendor Information' form, page iv. of the solicitation.

B. EXPERIENCE AND QUALIFICATIONS OF THE VENDOR:

(1) Vendor's Experience in Similar Services

UCC holds a great amount of experience providing similar services to municipalities (and other public agencies) within the last five years. In fact, JOC/service contracts comprise more than 50% of UCC's annual revenue.

UCC experience in providing similar services includes the following recent long-term multi-year service / JOC contracts:

- U.S. Department of Homeland Security Comprehensive Tactical Infrastructure Maintenance and Repair (CTIMR) Area 3
- O&M of Industrial Waste Water Pretreatment Plant at Davis-Monthan AFB, Tucson AZ
- San Carlos Irrigation Project - Electric & Underground Services Contract
- U.S. Forest Service ID/IQ - Road Maintenance Blading, Black Mesa & Lakeside districts
- San Carlos Irrigation Project - Generator Maintenance Contract
- San Carlos Irrigation Project - HVAC Maintenance Contract
- City of Phoenix Streetlight Maintenance JOC
- City of Phoenix Directional Boring JOC
- City of Peoria Lighting Maintenance and Inspections (see (2) below).
- City of Phoenix Foundations and Conduit for Traffic Signals JOC
- City of Chandler Streetlight Pole Replacement Contract
- City of Avondale Streetlight Pole Replacement Contract



UCC Crew Installing Fencing / Gates, CTIMR Area 3. Note effective use of fall protection devices.

UCC's long-term multi-year service / JOC contract experience demonstrates UCC ability to be successful under this JOC for the Town of Fountain Hills across many trades of work.

(2) Similar Projects

Following are four (4) project examples of some of UCC's recent relevant work. Each example project below has been selected to highlight different services / trades of work to illustrate the extent of UCC's experience and capabilities.

Example Project #1: Monte Vista RV Resort Expansion Phase 2A

- (a) Name of Client: Equity Lifestyle Properties, Inc.
 (b) Contact Name: Mr. Scott Brown
 (c) Contact Information: 8700 E. University Drive
 Mesa, AZ 85207
 (c/o Ms. Cheryl Waggoner)
 Phone: (602) 717-4720
 E-Mail:
 scott_brown@equitylifestyle.com



UCC Crew installing new sewer main with proper trench shoring in place.

- (d) Type of Services Provided: Construction of new 115 lot RV Resort, including site demolition, clear & grub, site earthwork / grading, water, sewer, storm drain, gas-trench, centurylink / telco, SRP infrastructure, private electrical, private streetlighting, retention basins.

- (e) Dates of Contract: May 18, 2016 - December 31, 2016

Example Project #2: Eastmark Community Facilities - Phase VIII Roadway

- (a) Name of Client: Brookfield Residential / DCS Contracting, Inc.
 (b) Contact Name: Mr. Dan Haas
 (c) Contact Information: 14646 N. Kierland Blvd, Suite 165
 Scottsdale, AZ 85254
 (c/o Ms. Molly Gromoske)
 Phone: (602) 292-7011
 E-Mail: dan@hccminc.com



UCC Crew constructing Traffic Signal Work, Signal Butte Rd & Ray Rd.

- (d) Type of Services Provided: Construction of improvements for new roadway, including streetlighting, traffic signals, landscape lighting, accent lighting, tunnel lighting, private electrical, SRP transmission & distribution underground.

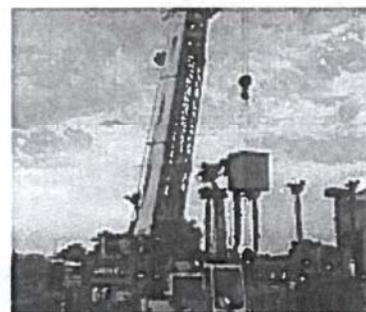
- (e) Dates of Contract: September 1, 2017 - August 31, 2018.

Example Project #3: Lighting Maintenance and Inspection Services, Q16-04

- (a) Name of Client: City of Peoria
- (b) Contact Name: Mr. David Stanek
- (c) Contact Information: 9875 N. 85th Ave, 2nd Floor
Peoria, AZ 85345 (c/o Lisa Houg, Contract Officer)
Phone: (480) 201-9315
E-Mail: david.stanek@peoriaaz.gov
- (d) Type of Services Provided: Provide lighting maintenance, repair and inspection services for City of Peoria community parks and schools, including sports lighting, pools, security lights, parking lot lights, various sports fields and gymnasium lights. Totals approximately 44 different sites / facilities. Work has included LED conversions and LED retrofits.
- (e) Dates of Contract: Base year + Option Year 1: February 12, 2016 - February 11, 2018.

Example Project #4: Viewpoint Northpoint Building, Electrical Outage and 500KVA Transformer Replacement

- (a) Name of Client: Flatiron Electric, Inc.
- (b) Contact Name: Mr. Steve Ross
- (c) Contact Information: P. O. Box 3819
Apache Junction, AZ 85117
Phone: (602) 989-7899
E-Mail: steve@flatironelectric.com
- (d) Type of Services Provided: Emergency call-out to trouble-shoot medium voltage outage at Viewpoint RV Resort Northpoint Building. Provide and replace faulty 500KVA 12,470-208/120V 3Ø Transformer.
- (e) Dates of Contract: August 10, 2018 - August 21, 2018.



UCC installing new 500KVA Transformer with Crane.

(3) AZ Contractor's Licenses

Following is information for all current UCC licenses issued by the Arizona Registrar of Contractors applicable to the services proposed by UCC:

<u>Number</u>	<u>Classification</u>	<u>First Issuance Date</u>
ROC 124023	General Commercial, A General Engineering	May 16, 1997
ROC 200356	General Commercial, A-17 Electric and Transmission Lines	September 26, 2004
ROC 122544	Specialty Commercial, L-11 Electrical	May 14, 1997

(4) Additional Documentation

Please let us know if you have any questions or require any additional documentation. UCC will respond to any requests within 72 hours (or as specified) to assist the Town in its evaluation. Thank you.

C. KEY POSITIONS:

(1) UCC Key Personnel

Table 3 below identifies each of UCC's proposed key personnel to be assigned to the project with information about each person's employment term, qualifications and experience.

Table 3 - UCC Key Personnel

Name Title / Role	Employment with UCC	Qualifications and Relevant Experience
Mr. Bob Martin, CCM Vice President Program Manager	20 Years	<ul style="list-style-type: none"> ▪ Holds coveted Certified Construction Manager certification (CMAA). ▪ 20 Years Experience in Construction and Service Contracts. ▪ Has overseen a majority of UCC work/contracts. ▪ Served as Program Manager for all JOC/Service contracts listed in B.(1) above. ▪ Served as Program Manager for all example projects listed in section B.(2) above. ▪ Strong background in multiple trades/services.
Mr. Josh Howland, CAPM Project Manager	3 Years	<ul style="list-style-type: none"> ▪ Certified Associate in Project Management. ▪ Manages \$3.0-\$4.0M in projects annually for UCC. ▪ Served in Project Manager role for many of UCC's recent JOC contracts. ▪ Skilled in planning and execution of job orders. ▪ Strong background in multiple trades/services. ▪ Proficient in time management and schedule of resources.
Ms. Natalie Shaffer Project Engineer	5 Years	<ul style="list-style-type: none"> ▪ Served as UCC's Project Engineer for our 5-year City of Phoenix Streetlight Maintenance Contract, 2014-2018 (25,000 work orders) - one of UCC's largest and most high-profile contracts. ▪ Skilled in organization and administration of project files. ▪ Excellent customer service and professional writing skills.

(2) Roles and Responsibilities

Based on the organizational structure of UCC, following are the primary roles and responsibilities of UCC's Key Positions under this JOC:

Program Manager: Monitors UCC's efforts to ensure work is performed properly. Aids in the implementation of standard procedures for the JOC. Has limited role in day-to-day activities, serving in a senior management role available to the Town of Fountain Hills if/as needed. Leads UCC's efforts for preparation and submittal of proposals for task orders under the JOC. Will participate in preparation of JOC proposals including job-walks, identification of scope of work and cost estimate. Responsible for Quality Assurance of UCC work as needed.

Project Manager: Primary contact for day-to-day activities of project. Responsible for ensuring adequate labor, materials, equipment, subcontractor and other resources as required are effectively planned, organized and implemented in order to construct work efficiently, effectively, safely and with high quality in accordance with the contract documents. Keeps in contact with Town of Fountain Hill's project representatives to ensure customer satisfaction. Reports to Program Manager. Responsible for quality control in collaboration with field team.

Project Engineer: Responsible for submittals, permits, procurement of materials, submittal & transmittal logs, RFI's, project documentation, compiling field documentation (daily reports, safety forms, inspection forms, bill of ladings, etc.). Reports to Project Manager. Perform field inspections as needed.

(3) Subcontractors

UCC intends to utilize subcontractor services for any work outside of UCC's self-perform work (see section A.(4), above). No specific subcontractors are being proposed or included as part of our team at this time. To aid in the selection in subcontractors, UCC will prepare and implement a subcontractor selection plan with proposed key features outlined below.

Solicitation of Subcontractors: UCC shall solicit for subcontractor proposals by any of the following methods:

- Publishing an advertisement for quotations in local trade magazines, bid publications and/or plan rooms;
- Calling local subcontractors to request quotations;
- Faxing or e-mailing requests for quotations to local subcontractors.

Potential subcontractors will be sought and solicited with notice and opportunities provided to certified Small Business Concerns (SBC's) and Minority-Owned, Woman-Owned and Small Business firms (DBE's) found at <https://tracs.azdot.gov>. A minimum of three (3) firms should be solicited for all subcontracting opportunities.

Assistance to SBE subcontractors: UCC will offer assistance to interested SBE subcontractors to aid them in successfully bidding, securing and completing the work. Examples of ways UCC may aid SBE subcontractors include offering expedited payment or other special payment terms, assistance with administrative tasks, assistance securing materials or equipment, offering pre-bid job walks and financial backing or guarantees

for the purchase of goods required for the project. In the past, UCC has made expedited payment to SBE subcontractors, even making payment prior to UCC receipt of payment from the Client.

Implementation of Plan: Upon award of the JOC contract, UCC key project personnel shall finalize and implement the plan. The plan will be finalized with feedback, review and consensus of all UCC key personnel. Through the life of the JOC the plan may be updated as needed following the same procedure described above.

Evaluation of Subcontractor Quotes: When reviewing and selecting a subcontractor from responses received, it will be important to address both subcontractor pricing and subcontractor qualifications. Award will not be based on price alone. A point system pre-established by UCC will be used to rate different criteria of the subcontractor, to allow for evaluation and selection of subcontractors based on a combination of qualifications and price. In addition to pricing, evaluation criteria may include:

- Work experience on Similar Projects
- Experience on Town of Fountain Hills Projects
- Qualifications of the firm
- Safety Record
- Experience of proposed key personnel
- Schedule
- Local Representation (business location)
- Amount of work to be self-performed
- DBE / WBE / SBE / MBE Certifications
- Approach / Understanding of the Project

Independent evaluations of a subcontractor quotations will be completed by no less than three (3) employees of UCC. The points will be averaged or totaled to determine the final score of the subcontractor. The subcontractor with the highest score will be deemed the best value, and first recommended for the award. In many cases the low bidder will not be deemed best-value.

Benefit of UCC plan: UCC's Subcontractor Selection Plan will benefit the project by resulting in the selection of qualified, willing, experienced and reasonably-priced subcontractors to be utilized for work. Furthermore, UCC's preference to utilize SBE firms may help in the development and growth of those firms.

CONCLUSION

UCC is genuinely excited about the opportunity to be of service to the Town of Fountain Hills on this JOC. Our 27 years experience in the valley across many of the trades (services) included in this JOC makes us a ideal candidate for this contract.

We have a strong background in JOC's, and are experienced in effectively managing and successfully performing work under long term contracts.

UCC has built a strong reputation within the valley of successfully performing on contracts of similar scope and value to this JOC. We have the personnel, experience and commitment to make this JOC a success.

We look forward to being of service! Thank you very much for your consideration of Utility Construction Company, Inc.

TOWN OF FOUNTAIN HILLS
COMMUNITY SERVICES DEPARTMENT
CS2019-006

IV. Vendor Information

By submitting an SOQ, the submitting Vendor certifies that it has reviewed the entire RFQ, including Appendix 1 and Appendix 2, if awarded the Agreement, agrees to be bound by all terms and conditions contained therein.

Utility Construction Company, Inc 86-0810765
VENDOR SUBMITTING SOQ FEDERAL TAX ID NUMBER

Bob Martin, CCM, Vice President 
PRINTED NAME AND TITLE AUTHORIZED SIGNATURE

8435 E. Baseline Rd, #106 480-654-3100 / 480-654-8374
ADDRESS TELEPHONE FAX #

Mesa, AZ 85209 January 7, 2019
CITY STATE ZIP DATE

WEB SITE: www.utilityconstructionco.com E-MAIL ADDRESS: bob@utilityconstructionco.com

ROC License Numbers and Classifications: AZROC 124023 (A-Gen), AZROC 200356 (A-17 Ele)
AZROC 122544 (L-11 Ele)

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.

Please see attached

Call us: 602.712.7761 | Email: AZUTRACS-Support@azdot.gov (mailto:AZUTRACS-Support@azdot.gov)

AZUTRACS (/Home/)

Arizona's Transportation Business Portal

 Search (DBE) Firm Directory (/Search) | Log in (/Account/Login)

[Home \(/Home\)](#) [Register / Renew \(/AzUtracsRegistration/\)](#) [Contract Compliance](#)
[Tools / Resources](#)

Utility Construction Company, Inc.

Firm Information ▼

Firm Name: Utility Construction Company, Inc.

DBA Name:

Firm Website: www.utilityconstructionco.com

Firm Address: 19442 E Warner Rd
Mesa, Arizona 85212

Firm County Location: Maricopa

Firm Work Territory: [View Map \(/Location/MapLocationById/11243\)](#)

Primary Contact: Suzette Nickum

Firm Phone: 480-654-3100

Firm Email: suzette@utilityconstructionco.com

Secondary Contact: Barbara Dehner

Secondary Phone: 480-654-3100

Secondary Email: barbara@utilityconstructionco.com

Firm Description ▼

Electrical Contracting, including electrical system equipment & install, traffic signals, street lights, airport lighting, construction of utility water/sewer lines; electrical/communication lines; airport runway construction, Boring, building Construction-Commercial Building, bus

Firm Registrations and Certifications ▼

AZ UTRACS Number: 11243

AZ UTRACS Renewal Date: 5/22/2021

DBE Certified: Yes 

ACDBE Certified: No

SBC Registered: Yes 

Primary SBC NAICS: 236220

DBE/ACDBE Certified NAICS and Descriptions ▼

[423320] - Brick, Stone, and Related Construction Material Merchant Wholesalers / [238910] - Construction equipment (except crane) rental with operator / [237130] - Construction management, power and communication transmission line / [237110] - Construction management, water and sewer line / [484220] - Dump trucking (e.g., gravel, sand, top-soil) / [238210] - Electrical contractors / [237310] - Highway, Street, and Bridge Construction / [237990] - Other Heavy and Civil Engineering Construction / [238110] - Poured Concrete Foundation and Structure Contractors / [238120] - Steel reinforcing contractors

Firm Description (see above):

Electrical Contracting, including electrical system equipment & install, traffic signals, street lights, airport lighting, construction of utility water/sewer lines; electrical/communication lines; airport runway construction, Boring, building Construction-Commercial Building, bus shelter/terminal construction, Dust Control, earthwork, drill & excavating - grading, drill shafts, Clearing & Grubbing, concrete Cutting, poured concrete foundations & structures, curb, gutters, sidewalk, driveways; highway, streets & bridges; and site preparation, mobilization; trucking, water truck and dump truck services, paving, asphalt trucking, pipe - roadways, sanitary, culverts, & storm drains, precast concrete, Rebar, reinforcing steel, structural steel. Broker for electrical equipment & wiring, construction materials, parts & products. Broker for brick, stone and related materials. Manufacture Light Fixtures, construction wholesale supplier.

Firm Capabilities ▼

 **Learn More**

Work Category Name

Airport Runway Construction
Airport Runway Lighting
Boring
Building Construction - Commercial Building
Bus Shelter/ Terminal Construction
Clearing & Grubbing-Building Demolition
Clearing And Grubbing - Tree Removal
Clearing And Grubbing (Not Tree Removal)
Concrete Cutting
Construction Wholesale Supplier
Culverts
Curb, Gutter, Sidewalk, Driveways
Curbs & Gutters - Building/Structures
Demolition/Removal
Drill & Excavate
Drilled Shafts
Dust Control
Earthwork
Electrical
Excavating - Grading
Grading
Jacking, Boring Pipe

Work Category Name

Lighting/Electrical System Equipment
Lighting/Electrical System Installation
Manufacturer - Light Fixtures
Mobilization
Paving - Asphalt - Trucking
Pipe - Roadway
Pipe - Sanitary
Pipe Culvert, Storm Drain
Precast Concrete
Rebar
Reinforcing Steel
Structural Steel
Supplier/Broker - Construction Materials and Equipment (No installation)
Supplier/Broker - Electrical Equipment (includes Light bulbs)
Traffic Signals, Lighting, Fms (Equipment)
Traffic Signals, Lighting, Fms (Installation)
Truck Driver (except owner operators)
Truck Leasing with Driver /Construction equipment (except crane) rental with operator
Trucking
Utilities - Communication & Electrical
Utilities - Water & Sewer
Water Lines, Sanitary Sewer

Contact Information For Participating UCP Members



**Arizona Department of
Transportation**
Business Engagement and
Compliance Office
1801 W. Jefferson #101, MD154A
Phoenix, AZ 85007
602.712.7761



City of Phoenix

City of Phoenix
Equal Opportunity Department
Business Relations Division
251 W. Washington St. 7th Floor
Phoenix, AZ 85003
602.262.6790 or
602.534.1557(TTY)



City of Tucson
Department of Procurement
255 W. Alameda, 6th Floor
P.O. Box 27210
Tucson, AZ 85726-7210
520.791.4593 or 520.837.4000

Select Language | ▼

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EXHIBIT B
TO
JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.

[Scope of Work]

See following page(s).

Vendor may be asked to provide some or all of services of installation, demolition, removal and disposal of the following:

- a. Buildings & improvements
- b. Slabs/foundations
- c. Walls/flooring/roofing
- d. Debris
- e. Doors/windows
- f. Canopies/shades
- g. Ramps
- h. Steps
- i. Fences/gates
- j. Playground equipment and surfaces
- k. Sport fields, turf, bleachers and structures
- l. Plumbing/sprinklers
- m. Lighting
- n. All wiring, plumbing, conduit
- o. Fixtures and equipment
- p. Park benches, ramadas and picnic tables
- q. Other construction-related projects and materials as needed

EXHIBIT C
TO
JOB ORDER MASTER AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
UTILITY CONSTRUCTION COMPANY, INC.

[Sample Job Order]



TOWN OF FOUNTAIN HILLS, ARIZONA
Community Services Department

JOB ORDER

Job Order No. _____

Contract No. _____

Project No. _____

THIS JOB ORDER is made and entered into on the ____ day of _____, 20__, by and between Town of Fountain Hills, an Arizona municipal corporation ("Town") and the "Contractor" designated below. This Job Order is entered in to pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract No. _____, dated _____, 20__, between Town and Contractor ("Master Contract"). Upon full execution of this Job Order, the Job Order, together with the Master Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the construction work specified herein ("Work").

Town and Contractor agree as follows:

TOWN:

Town
Project Manager:
Telephone:
Fax:
E-mail:

CONTRACTOR:

{Name}
{Address}
Arizona ROC No.:
Federal Tax ID No.:
Contractor Representative:
Telephone:
Fax:
E-mail:

DESIGN PROFESSIONAL:

{Name}
{Address}
Design Professional Representative:
Telephone:
Fax:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK AND PROJECT SCHEDULE/ DURATION:
(Including any Preconstruction and/or Design Services under Article 17)

Attached Exhibit A

CONTRACT PRICE FOR WORK:

_____ The Fixed Price of \$ _____ ;
or
_____ Guaranteed Maximum Price/GMP (Open Book) of \$ _____ .

LIQUIDATED DAMAGES (IF ANY): *[PM to Check any that apply]*

_____ Substantial Completion Amount \$ _____ /day
_____ Final Completion Amount \$ _____ /day
_____ Pursuant to MAG § 108.9

CONTRACTOR'S MARK-UP AND PROJECT SCHEDULE OF VALUES Attached Exhibit B

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY): Attached Exhibit C

UNIQUE PROJECT SPECIFIC CONDITIONS (IF ANY): Attached Exhibit D

LIST OF PROJECT PLANS AND SPECIFICATIONS (IF ANY): Attached Exhibit E

IN WITNESS WHEREOF, the parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

"Town"
TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

Signature _____
Name _____
Title _____

ATTEST:

Signature _____
Name _____
Title _____

"CONTRACTOR"
[Name]

Signature _____
Name _____
Title _____

EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE/DURATION

1. **Scope of Work:**

2. **Schedule:**

EXHIBIT B – CONTRACTOR’S MARK-UP COEFFICIENTS AND PROJECT SCHEDULE OF VALUES

{To be provided by Contractor for each Job Order in the following form}

Self-Performed work (including any direct purchases or other miscellaneous costs to the JOC) – Mark-up

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

Subcontracted Work – Mark-up

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

[continued on next page]

Project Schedule of Values
(Sample)

1	GENERAL CONDITIONS		SUB-CONTRACTOR OR SUPPLIER
	PROJECT MANAGER ____ hours per week		\$0.00
	FIELD SUPERVISION ____ hours per week		\$0.00
	TEMPORARY FACILITIES (attach a list of specific cost breakdown)		\$0.00
	SITE SAFETY		\$0.00
	EQUIPMENT RENTAL (attach a list of specific cost breakdown)		\$0.00
	PERMITS		\$0.00
	Sub Total-GENERAL CONDITIONS		\$0.00
	SUB CONTRACTOR COSTS		
2	SITE WORK		\$0.00
3	CONCRETE		\$0.00
4	MASONRY		\$0.00
5	METALS		\$0.00
6	WOOD & PLASTICS		\$0.00
7	THERMAL & MOISTURE PROT.		\$0.00
8	DOORS & WINDOWS		\$0.00
9	FINISHES		\$0.00
10	SPECIALTIES		\$0.00
11	EQUIPMENT		\$0.00
12	FURNISHINGS		\$0.00
13	SPECIAL CONSTRUCTION		\$0.00
14	CONVEYING SYSTEMS		\$0.00
15	MECHANICAL		\$0.00
16	ELECTRICAL		\$0.00
	Sub Total-SUB CONTRACTOR COSTS		\$0.00
	SCOPE OF SELF PERFORMED WORK: (describe)		
	LABOR COST for SELF-PERFORMED WORK:		\$0.00
	MATERIALS COST for SELF-PERFORMED WORK:		\$0.00
	OTHER MISC COSTS: (describe)		
			\$0.00
			\$0.00
	Sub Total-SELF-PERFORMED WORK AND OTHER MISC COSTS		\$0.00
	ALLOWANCES OR CONTINGENCY AMOUNTS (PROVIDE LIST)		\$0.00
	GRAND TOTAL		\$0.00

EXHIBIT C – UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)

{Provide any additional insurance requirements beyond the Standard Insurance Requirements, and/or bond requirements for the Project once approved by _____ to confirm adequate insurance and bond coverages for this Project}

EXHIBIT D – PROJECT SPECIFIC CONDITIONS

{To be completed by PM from the specific Project requirements and specifications}

EXHIBIT E – LIST OF PROJECT PLANS AND SPECIFICATIONS (IF ANY):

{To be completed by PM if applicable}

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
 - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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Page 1 of 2

The Continental Insurance Co.

Insured Name: UTILITY CONSTRUCTION COMPANY, INC

Policy No: 6014740478

Endorsement No: 5

Effective Date: 04/01/2017

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

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

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

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

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

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

**Contractors' General Liability Extension Endorsement**

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

TABLE OF CONTENTS

- | |
|---|
| 1. Additional Insureds |
| 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance |
| 3. Bodily Injury – Expanded Definition |
| 4. Broad Knowledge of Occurrence/ Notice of Occurrence |
| 5. Broad Named Insured |
| 6. Broadened Liability Coverage For Damage To Your Product And Your Work |
| 7. Contractual Liability - Railroads |
| 8. Electronic Data Liability |
| 9. Estates, Legal Representatives and Spouses |
| 10. Expected Or Intended Injury – Exception for Reasonable Force |
| 11. General Aggregate Limits of Insurance – Per Project |
| 12. In Rem Actions |
| 13. Incidental Health Care Malpractice Coverage |
| 14. Joint Ventures/Partnership/Limited Liability Companies |
| 15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control |
| 16. Liquor Liability |
| 17. Medical Payments |
| 18. Non-owned Aircraft Coverage |
| 19. Non-owned Watercraft |
| 20. Personal And Advertising Injury – Discrimination or Humiliation |
| 21. Personal And Advertising Injury - Contractual Liability |
| 22. Property Damage - Elevators |
| 23. Supplementary Payments |
| 24. Unintentional Failure To Disclose Hazards |
| 25. Waiver of Subrogation – Blanket |
| 26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs |

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Page 1 of 17

The Continental Insurance Co.

Insured Name: UTILITY CONSTRUCTION COMPANY, INC

Policy No: 6014740478

Endorsement No: 1

Effective Date: 04/01/2017



Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

A. Controlling Interest

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

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

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

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

B. Co-owner of Insured Premises

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

C. Lessor of Equipment

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

D. Lessor of Land

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

**Contractors' General Liability Extension Endorsement**

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

E. Lessor of Premises

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

F. Mortgagee, Assignee or Receiver

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

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

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

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

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

The coverage granted by this paragraph does not apply to:

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

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

H. Trade Show Event Lessor

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





Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

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

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

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

3. BODILY INJURY – EXPANDED DEFINITION

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

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

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

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

B. NOTICE OF OCCURRENCE

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

5. BROAD NAMED INSURED

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

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or



Contractors' General Liability Extension Endorsement

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

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

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

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

For the purpose of this provision, management control means:

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

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

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

This insurance does not apply to:

k. **Damage to Your Product**

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

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

l. **Damage to Your Work**

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

This exclusion does not apply:

- (1) if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

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

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

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

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

7. CONTRACTUAL LIABILITY – RAILROADS

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

Insured Contract means:

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

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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Page 6 of 17

The Continental Insurance Co.

Insured Name: UTILITY CONSTRUCTION COMPANY, INC

Policy No: 6014740478

Endorsement No: 1

Effective Date: 04/01/2017



Contractors' General Liability Extension Endorsement

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

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

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

C. The following definition is added to DEFINITIONS:

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

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

Property damage means:

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

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

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

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

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**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

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

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

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

B. All:

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

will reduce the General Aggregate Limit shown in the Declarations.

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

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



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

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

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

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

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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

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

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

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

This insurance does not apply to:

Contractual Liability

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

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

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

Dishonesty or Crime

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

Medicare/Medicaid Fraud

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**Contractors' General Liability Extension Endorsement**

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

Services Excluded by Endorsement

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

C. DEFINITIONS is amended to:

i. add the following definitions:

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

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

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

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

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

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

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

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

a. add the following:

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

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



Contractors' General Liability Extension Endorsement

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

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

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

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

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

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

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

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

Other Insurance

b. **Excess Insurance**

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

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

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

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

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

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

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

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

This insurance does not apply to:

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Contractors' General Liability Extension Endorsement

J. Damage to Property

Property damage to:

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

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

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

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

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

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

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

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

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

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



Contractors' General Liability Extension Endorsement

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

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

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

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

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

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

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

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

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

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

16. LIQUOR LIABILITY

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

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

17. MEDICAL PAYMENTS

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

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

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



**Contractors' General Liability Extension Endorsement**

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

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

18. NON-OWNED AIRCRAFT

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

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

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

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

19. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

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

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

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

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

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

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

This insurance does not apply to:

Knowing Violation of Rights of Another

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

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

2. add the following exclusions:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

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

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

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:
1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

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

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

22. PROPERTY DAMAGE - ELEVATORS

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

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**Contractors' General Liability Extension Endorsement**

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

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

23. SUPPLEMENTARY PAYMENTS

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

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

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

25. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

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

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

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

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

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

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

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

This insurance is excess over:

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. **Coverage, 2. Coverage Extensions, a. Supplementary Payments**, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item B. **Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. **Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions**:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.
6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item D. Deductible the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under **SECTION V - DEFINITIONS, Item C.** is replaced by the following:

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

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:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Automatic Status when required by Contract

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation.

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	07/01/2018	Policy No.	BAWC287401	Endorsement No.	
Insured	Utility Construction Company, Inc.			Premium	
Insurance Company	Berkley National Insurance Company Countersigned by _____				

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 for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation.

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	07/01/2018	Policy No.	AMIC287301	Endorsement No.	
Insured	Utility Construction Company, Inc.			Premium	
Insurance Company	American Mining Insurance Company Countersigned by _____				