



Contract No. 240056-01

JOC for Roadway Construction

Table of Contents

1. Hunter's response to Intent to Negotiate
2. City's request for Intent to Negotiate
3. Hunter's response to RFQ
4. Offer & Acceptance
5. Pricing
6. FTA and ARPA Forms
7. Insurance
8. RFQ# 240055

BONDING OPTION SELECTION FORM

CHOOSE ONE OF THE FOLLOWING PAYMENT & PERFORMANCE BOND OPTIONS:

 X “Bond per Job”; each project bonded individually prior to Notice to Proceed.

 “Annual” bonds in the amount designated by the agency.

Bonding option may be changed, at the request of the contractor, at contract renewal.

The amount of the bonds provided by the Contractor must always be at least equal to the total amount of the contract prices for construction work under job orders issued and not complete. Contractor agrees to provide such additional bonding as may be required to satisfy this requirement as provided under A.R.S. 34-608.

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

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

RFQ 240056

Contract Number

Hunter Contracting Co

Company Name



Signature of Person Authorized to Sign

Chuck English, President

Printed Name and Title

5/13/2024

Date

1. Hunter's response to Intent to Negotiate

JOB ORDER CONTRACT
240056
ROADWAY CONSTRUCTION

Hunter Contracting

RATES TO BE USED UNDER THIS CONTRACT:

The rates shall include all equipment, labor, and all other costs necessary to provide Roadway Construction Services.

All invoices shall include an itemized breakdown of all parts and labor for each project done under this contract.

Overhead - 6.43 %

Profit - 8.57 %

Hunter Contracting



Authorized Signature

4/12/2024

Date

Chuck English

Printed Name

2. City's request for Intent to Negotiate



Sandra Alcorn
Principal Contract Officer
(520) 837-4118
Sandra.alcorn@tucsonaz.gov

April 9, 2024

Adam Sedgeman
Hunter Contracting Co
701 N. Cooper Rd
Gilbert, AZ 85233
Adam.sedgeman@huntercontracting.com

Subject: RFQ 240056 – JOC for Roadway Construction

Dear Mr. Sedgeman:

Congratulations! The City of Tucson has completed the step-two scoring for the above referenced solicitation and is pleased to invite your firm to enter into contract negotiations for Group 1 and Group 2.

Please provide your labor and equipment rates pertaining to the scope of services in the RFQ. These rates will be used to price projects under this contract.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship with the City. In the event that the City is not able to negotiate a satisfactory contract with your firm, the city will terminate negotiations.

Please provide this information to me on or before Tuesday, April 16, 2024 at Sandra.alcorn@tucsonaz.gov.

If you have any questions regarding this letter, please feel free to contact me by telephone (520) 837-4118 or via email at sandra.alcorn@tucsonaz.gov.

Cordially,

Sandra Alcorn
Principal Contract Officer

3. Hunter's response to RFQ



701 NORTH COOPER ROAD, GILBERT, AZ 85233
6930 NORTH CAMINO MARTIN, TUCSON, AZ 85741
3580 WEST INA ROAD, SUITE 170, TUCSON, AZ 85741

PH: 480-892-0521 FX: 480-892-4932
WWW.HUNTERCONTRACTING.COM

October 13, 2023

COVER LETTER

Ms. Sandra Alcorn
Senior Contract Officer
255 W. Alameda 6th Floor
Tucson, AZ 85701

RE: RFQ 240056 JOC for Roadway Construction

Dear Ms. Alcorn and Selection Committee Members:

Hunter Contracting Co. (Hunter) is excited to share with the City of Tucson (City) our experience and qualifications for this important Job Order Contract for Roadway Construction. Hunter is pleased to submit this Statement of Qualifications for Group 1 and Group 2. As a long-time resident of the Tucson area, we have unparalleled experience working in, around, and with the City on multiple projects, including roadways and all the associated items in Groups 1 & 2 of this RFQ.

We have dedicated *Adam Sedgeman, Project Sponsor, as the Main Point of Contact for this JOC. You can get in touch with Adam at adam.sedgeman@huntercontracting.com and 520.429.5142.* In his role as Project Sponsor, Adam will be responsible for assigning the suitable team from our highly skilled group of project managers, estimators, superintendents, foremen, and all necessary administrative support based on the specific requirements of each job order.

Hunter is an experienced JOC contractor with a track record in federally funded projects and is committed to delivering comprehensive support to the City. This encompasses financial backing, administrative support, staffing, and equipment needed to manage and carry out any project requested by the City.

Should you have any questions for me, don't hesitate to contact me directly at 480.632.4954 or chucke@huntercontracting.com.

Sincerely,

Chuck English

President | Hunter Contracting Co.

ACKNOWLEDGEMENT
Addenda No. 1



JOC FOR ROADWAY CONSTRUCTION

RFQ No. 240056

10.13.2023

Hunter
CONTRACTING CO.



701 NORTH COOPER ROAD, GILBERT, AZ 85233
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Chuck English

President | Hunter Contracting Co.

ACKNOWLEDGEMENT
Addenda No. 1

SECTION 1. QUALIFICATIONS AND EXPERIENCE OF THE FIRM (40 POINTS)

1.1. Describe the firm's management and organizational structure.

Hunter Contracting Co. (Hunter) is a family-owned business established in 1947 by its founder, William Hunter, who initially started as Hunter Ditch Lining. The company transitioned to Hunter Contracting Co. in 1961. Our executive leadership team collectively holds an impressive average tenure of 30 years. Among our project managers, the average experience exceeds four years, with several individuals contributing over a decade of service. The entire staff maintains an average tenure of four years, and we take pride in having 50 employees who have devoted more than a decade of service to Hunter.

Hunter's management and organizational structures are guided by our Board of Directors, which includes Max Taddei as Chairman of the Board and CEO; Chuck English as President; Bob Carlson and Dig Karki, P.E., as Vice Presidents. Our corporate structure comprises project sponsors, project managers, project superintendents, and a dedicated team of ancillary personnel. Currently, we have a staff of over 500 professionals, **130 in the Tucson offices** and over 400 in Gilbert, along with 342 skilled craftsmen.

For the management of this master agreement, the work will be overseen from our Tucson office, *Notably, our new Tucson main headquarters is conveniently located at 3580 West Ina Road, just minutes away from our original Tucson location and the I-10 freeway*, by Adam Sedgeman, P.E., serving as the Project Sponsor. Adam will be

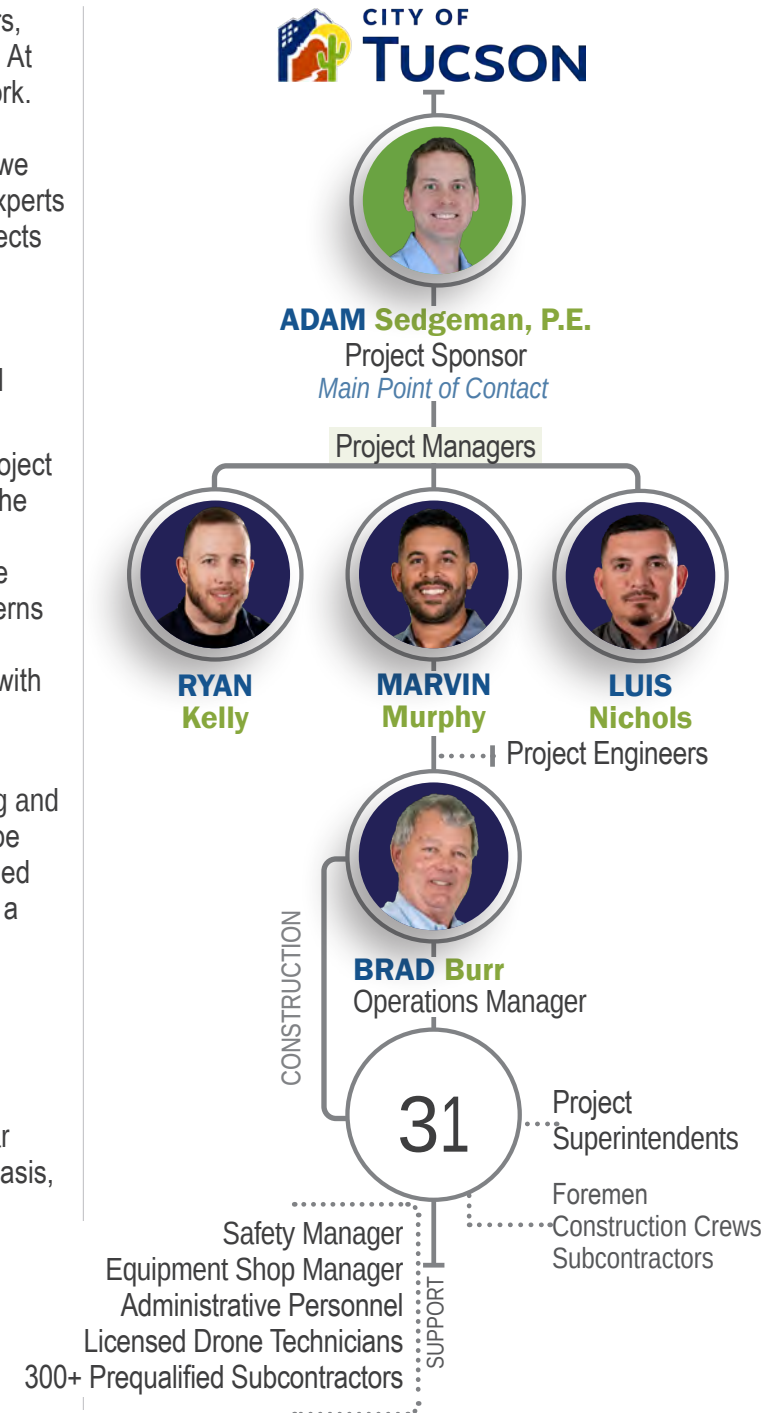


supported by a team of multiple project managers, preconstruction managers, and superintendents. At Hunter, we firmly believe in the power of teamwork. Regardless of project size, whether it's a \$2,000 repair or a \$70 million new construction project, we adopt a hands-on approach by hand-selecting experts who possess experience working on similar projects with comparable challenges. This collaborative approach begins with engaging all stakeholders, including the design team and key personnel, from the project pursuit phase until its successful completion.

Team Organization | Adam Sedgeman, P.E., Project Sponsor, will play a crucial role in ensuring that the project is equipped with adequate resources. He will assess potential impacts, collaborate with the appointed project manager to address any concerns related to project risks and conflicting objectives, and actively engage in effective communication with stakeholders. Adam will also stay abreast of the project's progress.

Request / Scoping Meeting | During the bidding and construction phases, our team organization will be led by the most qualified project manager assigned to the specific project. They will be supported by a hand-selected project team comprising a project superintendent and project engineer.

Construction Phase | Hunter employs specific techniques such as CPM scheduling, cost management, cost containment, and proactive quality assurance. Our approach includes regular team meetings on a daily, weekly, and monthly basis, fostering open lines of communication among the entire project team.

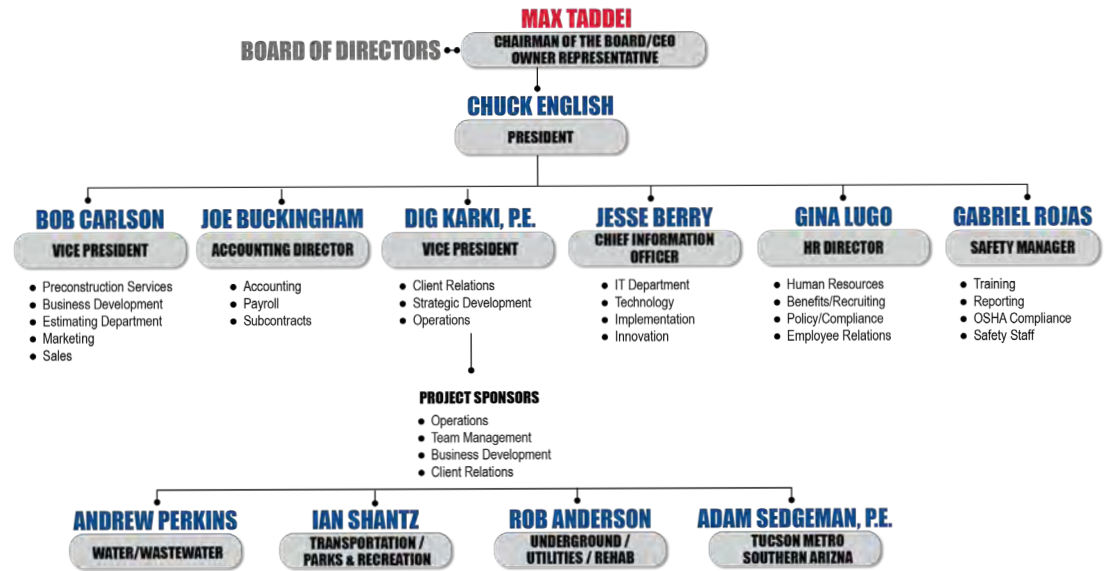


STAFF

- 14 - Estimators/Takeoff Technicians
- 06 - Safety Personnel
- 28 - Shop Personnel (500+ Equipment)
- 36 - Project Managers
- 34 - Project Superintendents
- 39 - Project Engineers
- 307 - Field Personnel
- 21 - Administrative Personnel
- 12 - Licensed Drone Techs
- 300 + Prequalified Subcontractors



ORGANIZATIONAL STRUCTURE



Here's a few of our smiling faces! Hunter's Project Managers, Engineers, Estimators, and Superintendents. *Ready, willing, and fully prepared to deliver exceptional results for you!*



1.2. Identify and list the qualifications and experience of your firm's key people who will be responsible for performing the work under the resulting contract.

ADAM SEDGEMAN, P.E., Project Sponsor
Master of Science in Civil Engineering - University of Arizona
Bachelor of Science in Construction Engineering - North Dakota State University

14 years of experience

3 years at Hunter

Adam has 14 years of experience in construction management. His role functions as a project executive ensuring adequate resource allocation. He proactively identifies and resolves issues by effectively communicating project goals and objectives, maintaining project schedules, and controlling costs. Adam's expertise allows him to analyze bid documents, identify discrepancies in scope, design, and contracts, and address them in advance to prevent confusion and production delays in the field.

In the last three years Adam has been integral part of our Operations in Tucson, completing more than 130 projects as the Project Sponsor, project manager and estimator.

MARVIN MURPHY, Project Manager

10 years of experience

2.5 years at Hunter

Marvin brings ten years of construction experience to the team. His diverse background includes roles as a foreman, superintendent, and assistant project manager. As a goal-driven Project Manager, Marvin is committed to delivering high-quality construction services to clients. His skill set encompasses exceptional construction management and field supervision expertise. Marvin excels in collaborating with architects, inspectors, designers, engineers, and subcontractors to successfully accomplish high-quality work on his projects.

Marvin has contributed to 25 projects during his tenure at Hunter, 10 as project engineer and or estimator, seven as assistant project manager and as the project manager on eight projects all with similarities to this job order contract.

RYAN KELLY, PMP, Project Manager
Bachelor of Project Management - Ashford University PMP
Certified

10 years of experience

2.5 years at Hunter

Ryan has over ten years of construction experience and is responsible for overseeing project management functions, including cost estimating, budget control, project scheduling, request for proposals, purchasing, and collaboration with construction supervisors, skilled trades, and subcontractors. Ryan's expertise extends from serving as a Project Engineer, Assistant Project Manager to Project Manager, successfully delivering projects ranging from \$8 thousand to \$5.5 million.

Ryan has 30 projects under his belt with Hunter, 12 as project engineer, 5 as assistant project manager and 13 as project manager and or estimator.

LUIS NICHOLS, Project Manager
Associate of Science Engineering, Pima Community College

22 years of experience

4 years at Hunter

Luis brings over 22 years of field experience to the Hunter team. He will be responsible for overseeing all project activities starting with the preconstruction services to the everyday general construction services and will be your main point of contact throughout the project. As a project manager, he will leverage his 8 years of experience as a grading foreman and vast knowledge with GPS Equipment to ensure that all personnel and subcontractors are managed correctly and maintain the project on schedule.

Luis has contributed to 27 projects over the last four years, 17 as project estimator, and or engineer, three

as assistant project manager and or preconstruction manager and eight as project manager.

Additional available project managers based in Tucson:

- James Morrison
- Guillermo "Memo" Aguirre
- Jesse Grinsteiner
- Adam Bishop
- 28 additional project managers based in Gilbert

Fun fact: this management team has all been the recipient of Hunter's I Bid it, I Built it Right button program



BRAD BURR, Operations Manager
IES - Safety and Health Management - North Carolina State University, Landscape Architecture - University of AZ

42 years of experience

4 years at Hunter

Brad has four decades of experience in project management, planning, estimating, scheduling, cost accounting, design review, safety, and team management. Brad brings a wealth of expertise to our team. His responsibilities encompass the entire project lifecycle, starting from preconstruction activities such as detailed plan reviews and identifying optimal construction methods, personnel, and subcontractor requirements. During construction, Brad efficiently manages multiple superintendents and subcontractors, ensuring the availability of manpower, equipment, materials, supplies, utilities, finances, technology, and methods necessary to complete projects on schedule, within budget, and in accordance with specified quality and performance standards.

1.3. Describe how your firm will respond to owner concerns.

Hunter is a proven leader in providing design and construction services on JOC projects in Arizona. Our commitment of responding within hours of request includes our developed effective and efficient approach to executing job orders.

Partnering | A basic principle and key element to a JOC contract and something Hunter lives by. We seek to foster our long-term relationship with the City to allow for collaboration, performance and trust on your JOC projects— we strive to be considered a part of the City's staff. We take great pride in the partnering relationships we develop on our projects. We ask questions of all stakeholders to fully understand the expectations in order to deliver an award-winning project.

Hunter understands the benefits of partnering—our coordination, collaboration, and positive reinforcement of relationships with all parties is crucial for project success. The Hunter team will bring all stakeholders to the table early to foster a “one project—one team” environment where issues and goals are always at the forefront. This is where we shine, bringing clear and concise methods for responding to owner concerns by facilitating a communication ladder and providing tasks to hold each team member accountable to the established timeline for finding a solution.

Safety | In addition we understand the City's concerns for safety, pedestrian safety, vehicular safety, staying off private property, maintaining access during the gem show and holiday travel construction restrictions to name a few.

Process | The flow chart (right) shows our proven process that provides a successful and high performance approach to your JOC.



This successful JOC process has helped Hunter complete over 90 projects (ranging in size from less than \$10,000 to over \$7,000,000 for the City of Phoenix's Emergency 7th St. Bridge Repair) for Arizona cities and towns in the last five years.

Services | We provided services that include earthwork, site work, rough and finish grading, new asphalt paving, mill and overlay, slurry seal, decorative asphalt, concrete removal, placement, sidewalks, valley gutters, curbs, guardrails, handrails, bike-ways, multi-use paths, infrastructures, storm water pipe, culverts, con-arches, headwalls, catch basins, among others.

Support | Our core JOC team is supported by experienced estimators, takeoff engineers, and reliable subcontractors both in our local Tucson office and main Gilbert office. Hunter has successfully performed JOC services for various agencies within Pima and Maricopa counties for over 22 years.

Quick Turnaround | We understand the necessity on JOC projects for quick turnaround of cost estimates, schedules and other paperwork to expedite the process. We are adequately staffed to fully support the JOC team.

Team Advisor | Based on past and current JOC experience, Adam Sedgeman, Project Sponsor, will become an essential, hands-on advisor to the City. Adam and his team are strongly motivated to provide outstanding service and quality work to create opportunities for additional work orders. This type of partnership allows for increased communication between Hunter and the City to enhance the partnership aspect of the JOC contract, which results in high-quality construction, service and enhanced quality control. Our proven quality in delivering JOC contracts has significantly reduced or eliminated punch lists altogether.

Project Understanding | Our preconstruction phase services starts with a complete understanding of the project through detailed scoping meetings. In simple projects we can provide conceptual designs to assist in cost estimating and construction. On more complex projects, where design is required by a registered engineer, we will either hire an engineer or work with a City contracted engineer. We will provide constructability reviews and recommend ideas and solutions based on experience and lessons learned. Our team's goal during preconstruction is to assist the design engineer to maximize the design, ensuring the City achieves the greatest value on the project.

- *Hunter commits full time to the design team.*
- *Hunter utilizes tools to investigate site information and on-site as-builts (Pima Maps).*
- *Value engineering to save budget and time - prior investigation, potholing, preliminary survey, utilize lessons learned in the design phase.*
- *Evaluate any issues that will develop during construction and eliminate them in preconstruction.*
- *Partner with the design team to ensure no changes during construction.*
- *Owner buy-in throughout.*
- *Contractor driven, lead designer and owner to solution, to meet schedules, keep within budgets.*

Hunter understands that projects might have (1) limited preliminary plans and general scopes of work; (2) limited or non-existent information on existing utilities, topography, and survey controls; (3) requires immediate response for material, equipment and manpower. Hunter's proven JOC process addresses these conditions.

Our process provides the following:

- *Travel to assess the project site*
- *Utilize Pima County Maps for existing site information*
- *Work with the Owner's Rep to develop a complete scope of work*
- *Perform preliminary site investigation, if necessary*
- *Generate a cost proposal*
- *Submit the cost proposal to the City for approval*
- *Construct the project after the City approves the cost proposal*
- *Have project personnel with decision making authority available immediately*

Cost Control and Completion Tracking | In addition to the teams budget and schedule control, they will also provide weekly and monthly reporting to the city based on the project schedule. Hunter uses Microsoft Project and Viewpoint for our schedule and documentation (unless the city would like another software provider) which effectively mitigates or eliminates cost over runs.

Emergency Response | It is understood that this JOC contract may at times require emergency response. This is something that we are extremely accustomed to through our JOC Contracts with Tucson Water, Pima County Wastewater, Pima County Flood Control and the City of Phoenix.



- 1.4. *List all Arizona professional and contractor licenses held by your firm/team. Provide the license number and explain if held by an individual or the firm.*

Hunter holds the following Arizona contractor licenses:

- *ROC 070961 A General Engineering Expires 8/31/24*
- *ROC 067542 B General Residential Expires 3/31/24*
- *ROC 075851 B-1 General Commercial - Expires 1/31/25*
- *ROC 023057 B-4 General Res. Engineering Expires 2/29/24*

Individual Professional Registration:

- *Adam Sedgeman, P.E. - Professional Civil Engineer Arizona - License No. 59952*
- *Dig Karki, P.E. Vice President - Professional Engineer Arizona - License No. 61316*



SECTION 2. QUALITY OF WORK, METHOD OF APPROACH

Since 2002, Hunter has been offering job order contract (JOC) services in the road and transportation sector. This service has extended to various municipalities, including the City. Apart from JOC projects, Hunter has substantial road construction

and rehabilitation expertise. This includes projects such as new roads, bridges, adding lanes, storm water drainage, sidewalks, curb and gutter, signalization including traffic signals and signage, aligning well with the characteristics of this JOC. Our familiarity with transportation projects encompasses system renovations, modifications, and installations, incorporating diverse methodologies like CMAR,

Design-Build, and Design-Bid-Build. With a capable JOC team led by Adam Sedgeman as Project Sponsor and the primary contact and the assigned Project Manager, each job order will be executed by a team tailored to the specific project discipline, ensuring optimal results.

Hunter's Job Order Contract History

JOB ORDER CONTRACTS	TERM	# JOBS
Phoenix Water Production Facilities	2002 - 2008	250
Tucson Streets	2003 - 2006	17
Phoenix Citywide Paving, Concrete & Storm Drain	2003 - 2011	85
Tucson Landfill Construction Services	2003 - 2008	17
Phoenix Housing	2003 - 2003	5
Tempe Misc. Construction & Minor WWTP Imp.	2008 - 2011	8
FCDMC ACDC Storm Drain Pipe Repair	2009 - 2011	25
FCDMC Earthwork Services	2009 - 2011	5
Phoenix Water & Wastewater Facilities Gen Con	2007- 2012	109
Phoenix Street Transportation Dept. Gen Con	2007 - 2012	44
Phoenix Citywide Demolition	2010- 2013	7
Scottsdale Citywide Heavy Site & Civil Work	2011 - 2015	23
Phoenix Citywide Civil Construction JOC	2011 - 2016	114
Phoenix Street Transportation Dept. Gen Con	2012 - 2017	25
Tucson Landfill Construction Services	2012 - 2017	0
Peoria JOC for Park, Trail & Landscape Const.	2013 - 2018	10
Peoria JOC for Wet Utility Pipeline Projects	2015 - 2019	17
Tempe City Parks Infrastructure Improvements	2015 - 2020	9
Peoria JOC for Wet Utility Pipeline Projects	2019 - 2024	36
Avondale Parks	2016 - 2020	5
GRIC/PMIP Water Delivery	2018 - 2023	3
Tucson Water Production Facilities	2018 - 2023	3
Tucson Park Improvements	2019 - 2020	2
Mesa General Utilities	2019 - 2025	5

JOB ORDER CONTRACTS	TERM	# JOBS
Mesa Specialty Utilities	2019 - 2024	4
Tucson Main Replacement	2018 - 2020	42
Pima County Flood Control	2017 - 2020	32
Buckeye Water Utility Pipeline & Infrastructure	2019 - 2020	1
Buckeye Water Production Infrastructure	2019 - 2020	4
Buckeye Wastewater Treatment Infrastructure	2019 - 2020	3
Gilbert General Utility	2019 - 2020	2
Phoenix Bridge and Dam Repair	2020-2022	1
Phoenix ROW Construction	2020-2024	1
Phoenix Civil Citywide Construction	2022-2025	3
Phoenix Specialized Piping & Coatings	2023-2026	0
Phoenix Steel & Concrete Tank Rehab	2023-2026	0
Oro Valley Water Main	2023-2024	0
Oro Valley Water Facility	2023-2024	0
Pima County Flood Control Facilities	2021-2026	44
Pima County WWRD	2020-2025	59
Tucson PCCP & CCP	2022-2025	0
Tucson Green Stormwater	2023-2026	0
Queen Creek Roadway Civil Sitework	2023-2025	0
Glendale Water Wastewater	2023-2025	0
Marana Water and Sewer	2023-2025	0
TEP/UNS Energy	2023-2025	1
Tucson Water Main Replacement	2023-2025	4

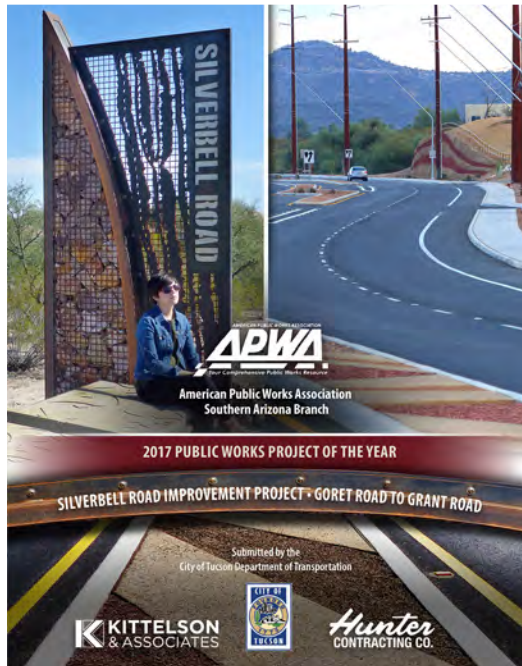


2.1. Identify FOUR (4) recent projects awarded to your firm similar in scope to the work contemplated under the resulting contract.

Hunter is highlighting four projects that all encompass all or some of the same scope of work that is required by the JOC.

Similarities:

- Concrete Paving
- Curb and Gutter
- Emergency Repairs
- Grading
- Landscape and Irrigation
- Medians
- Pavement Maintenance
- Pavement Markings
- Paving
- Round-A-Bouts / Circles
- Sidewalk and Ramps
- Speed Reducing Devices
- Storm Drainage
- Traffic Control
- Traffic Signals and Lighting



■ Silverbell Road: Grant to Goret

Description of Project: Funded through the Regional Transportation Authority (RTA), this City of Tucson project widened Silverbell Road, from Goret Road to Grant Road, to a four-lane divided roadway with two lanes in each direction. Improvements included a raised median island, bike lanes, a sidewalk on the west side of Silverbell Road, a multi-use path on the east side of Silverbell Road, drainage crossing improvements, LED street lighting, traffic signal improvements at the Grant and Goret intersections, bus stop improvements, native landscape, retaining walls at the large slopes, and public art.



Costs: \$9,585,704 original / \$9,873,359 final (owner added scope)

Owner: City of Tucson

Contact: Joe Chase, 520.904.1762 joseph.chase@hdrinc.com



■ CFD 4

Description of Project: Project is one portion of larger master plan. Overall improvements include public roadway, public sewer and pedestrian crossing projects within the Rancho Sahuarita master plan in Sahuarita, Arizona. Hunter's work consisted of grading, sewer improvements and sleeving, drainage improvements including the construction of two (2) precast concrete drainage structures, together with roadway and landscaping improvements for Rancho Sahuarita Boulevard, along with pedestrian HAWK crosswalk improvements to an existing public roadway.

Costs: \$2,414,518 orig. / \$2,435,209 final

Owner: Rancho Sahuarita Management Co.,

Contract: Mike Bowman, 520.299.8766 michaelb@ranchosahuarita.com



■ Patagonia Roadway Improvements

Description of Project: Phase 3 of the project consists of the repaving of 27,456 square feet of McKeown Avenue. It also consists of the repaving of 3,360 square feet of 4th Avenue and the repaving of 1,892 square feet of Quiroga Lane. Lastly, the project includes the paving of 30,090 square feet of dirt parking areas along McKeown Avenue, 1,704 square feet of dirt parking area along 4th Avenue, and 1,950 square feet of handicapped accessible parking.



Phase 4 of the project included removal and reconstruction of existing roadway and flatwork concrete on 4th Avenue from McKeown Avenue to SR82.



Phase 3

Costs: \$749,795 orig. / \$734,289 final

Phase 4

Costs: \$649,134 orig. / \$650,000 final

Owner: Town of Patagonia

Contact: Ron Robinson, 520.394.2229, patagoniagov@qwestoffice.net



■ La Cholla Boulevard Phase 2

Description of Project:

Reconstruction of three traffic signals at the intersections of La Cholla Boulevard with Lambert Lane, Naranja Drive, and Glover Road with signalized and marked pedestrian crossings; widening to four lanes, including raised landscaped median, curbs, multi-use path, and sidewalk; and construction of drainage facilities. Work included furnishing all labor, materials, and equipment necessary to reconstruct the traffic signals, and to construct all conduit, median cuts, ADA-compliant curb access ramps, striping, signing, and utility coordination.

Costs: \$21,083,950 orig. / \$21,763,792 final

Owner: Town of Oro Valley

Contact: Cheryl Huelle, P.E., 520.229.4894, chuelle@orovalleyaz.gov



2.2. Describe systems used for planning, scheduling, estimating and managing construction.

Hunter utilizes sophisticated software programs that are capable of tracking all phases of the project. Often times JOC work moves at a fast pace, requiring a simplified, more nimble type of reporting to satisfy client updates and scheduling requirements. We use various reporting formats (daily, weekly, monthly) to keep the City informed of the project status. Our team's partnering efforts begin early in the design phase to nurture a "project first" attitude and establish a clear and open line of communication between the City, their design engineer, and Hunter. Additional processes in place include weekly production/cost analysis verifying we are meeting the goals set for ourselves and our owners. We also hold weekly meetings with owners, managers, and subcontractors to verify everyone is on board with the plan set forth for both the current and future weeks work. Hunter uses Viewpoint software program as a central document control center to manage meeting agendas and minutes, and to track action items and deliverables. The following table outlines our systems and processes for planning, scheduling, estimating and managing construction. Bold items are software.

CONTROL AND SYSTEMS		PROJECT VALUE	IMPLEMENTATION
PLANNING	Bluebeam Revu	Constructability Reviews and Design Assistance	Bluebeam is utilized as a common online platform for plan review and comment sharing. This program allows City staff, the design team, our project team, and subcontractors, to be in the same document simultaneously and view and make real-time comments. This program will reduce the time spent collecting, sorting, and sharing comments with the project team.
	Value Management Log (VML)	Value Engineering and Alternates Analysis	The VML is a record to tracks alternates, additional features, programming and value-added options with real-time global cost impacts. With a click of the button the entire team can see the overall cost impact of any combination of alternates and their impact to the budget.
	Go/No-go Meeting	Company-wide project alignment	Prior to starting any project, the Project Manager presents a complete breakdown of the job to Hunter's upper management, including the company president, the head of Safety, and the VP of operations, confirming that all necessary front-end work has been completed so we can hit the ground running thanks to diligent preparation.
	Activity Work Plans	Activity Specific Project Execution	Our managers, engineers, superintendents, and foreman are all involved in creating preconstruction work plans. These plans are reviewed and verified so that the tasks necessary to complete the project are identified, problems solved, and resources allocated before starting work.
	Monday Work Management	Design Management Roadmap	Monday work management allows our team to clearly manage all aspects of preconstruction, coalescing all disciplines and stakeholders into a central management system to show roadblocks, deliverable status, dependencies, and responsibilities.
	3-week Planning Outlook	Equipment and Material Allocation	Every week, our foremen generate a 3-week planning outlook breaking the next 3 weeks down daily to determine material and equipment needs to ensure they have what they need to build efficiently.
SCHEDULING	Microsoft Project	Crew, Subcontractor, and Material Management	Keeping the end in mind, we focus on completing the project in a timely manner while maintaining safe flows of traffic of adjacent construction projects, schools, business and the public. We include design updates and include all utility companies in the schedule. Clearly showing the critical path helps the team keep focus and minimize project risks.
	Weekly Resource Reviews	Equipment and Material Allocation	Our entire Tucson team gathers every week to balance resources across every local project to ensure strong crew coverage across every job.
	5-week Look-ahead Schedules	Activity Focused Execution	The project engineer, manager, superintendent and project foremen will maintain weekly a five-week look-ahead schedule with in-depth breakdowns of daily activities.

ESTIMATING	Hard Dollar	Cost Estimating	This cost estimating software houses years of historical data that includes our labor, equipment, and materials to provide accurate cost models of each element of the project. Subcontractor quotes are quickly and accurately evaluated, compared, and selected.
	On-Screen Takeoff	Estimating Support	Our takeoff engineers utilize these software programs to perform detailed quantity takeoffs, plan reviews, and 3D earthwork modeling during each design phase to get accurate updates of adjustments and changes as the design is developed and progresses.
	Bid Reviews	Field Alignment with Estimate	Before bids are finalized, the project team including the estimator meet with Hunter's VP of estimating for an over-the-shoulder review of the project estimate to evaluate approach and confirm the details and assumptions of the bid.
	BuildingConnected	Subcontractor Outreach and Involvement	We use this web-based software to solicit quotes from prequalified subcontractors. To ensure we get complete, responsive, and accurate quotes, we develop comprehensive bid packages and provide full sets of plans, specifications, and detailed scope narratives.
MANAGING CONSTRUCTION	Daily Logs	Clear Records of Daily Activities	Our foremen complete daily logs each day to record quality items, inspections, and work performed to track progress and production throughout the job.
	Work Analysis	Daily Cost Control	Our proprietary Bridge time tracking software generates daily reports showing costs incurred to a project each day so the project team along with Adam can rapidly identify any discrepancies and proactively resolve production issues.
	ELB Reports	Weekly Cost and Production Review	Equipment, Labor, and Burden reports allow our team to quickly identify trends along the project and act decisively to control costs. These reports are reviewed with foremen and by the highest levels of management to ensure project costs are controlled.
	Projections	Production/Cost Trend Identification	Every month, the project management team will generate a cost projection through the completion of the project to accurately gauge current progress and estimate final costs, identifying opportunities to provide further value for the City.
	Pre-activity meetings	Orientation of Field Personnel With Owner Expectations	Before each definable work activity, our team holds a pre-activity meeting with the assigned crews to clarify the schedule expectations, plans to complete the activity, resource and equipment needs, inspections, specifications, and quality control requirements.
	Field Equipment/Labor CBS	Foreman Alignment With Project Budget	We provide foremen with a clear breakdown of the estimate showing all labor and equipment budgets expected for each task, clearly identifying the cost and labor-hour parameters expected for each activity on the job.
	Viewpoint Team	Project-Wide Document Management	Viewpoint Team is used to manage submittals, RFIs, and plan revisions. Each foreman has access to the project database and can review any changes to the plans prior to commencing work.
	Dedicated Bluestake Coordinator	Active Management of Underground Utility Location	Our project coordinator actively manages bluestakes on projects to ensure that appropriate request coverage is obtained before starting work to reduce the risks associated with existing underground facilities.
	Quickbase	Portal for Inter-Depart. Support	Utilizing Quickbase allows our interdepartmental team to easily manage equipment inspections and requests to assist our shop in providing the right equipment for the job.

2.3. Describe the equipment resources available to your firm to perform the services described in the scope of work.

Hunter has two complete equipment shops with mechanics, transport drivers, and maintenance personnel for our over 500 pieces of equipment. For the work associated on this JOC we would utilize our :

-  6 Roadway and Grading Crews
-  5 Underground Utility Crews
-  5 Concrete and Structural Crews
- Along with our owned equipment:*
-  20 Excavators, 14 to 20 Ton Units
-  20 Water Trucks, 2K to 4K
-  16 Wheel Loaders
-  2 Scrapers
-  2 Water Pulls
-  6 Motor Graders w/GPS
-  2 Gomaco Curb Machines
-  1 Shotcrete Unit
-  5 Cranes
-  7 Telehandlers
- And includes these specialty Items:*
-  Numerous Con-Arch® Forms
-  Bidwell
-  2 Bypass Pumps, Water and Sewer

The matrix to the right shows some of the Hunter owned equipment used in the different scopes of work on this JOC. In addition to the equipment owned and maintained by Hunter, we have long standing relationships with multiple reputable rental firms who supply construction equipment across the state. Hunter is well positioned to procure any type of equipment needed for any job.

	Grading, Paving	Drainage Improvements	Concrete Work	Speed Deterrents	Pipeline Mods / Emergency	Electrical / Lighting	Landscaping / Irrigation
Graders							
Pavers							
Road Rollers							
Trucks							
Excavators							
Backhoes							
Bulldozers							
Dump Trucks							
Compactors							
Mixers							
Pumps							
Vibrators							
Finishers							
Pick-up Trucks							
Cranes							
Bucket Trucks							
Tractors							
Skid Steer Loaders							
Small tools							

SECTION 3. FIRM RESOURCES AND EXPERIENCE ON SIMILAR PROJECTS

3.1. List the firm's personnel that are currently available to perform the work.

The listed project personnel, Adam, Brad, Marvin, Ryan, Luis, 6 grading crews, 5 underground crews, 2 structures crews, 2 flatwork crews, 1 shotcrete crew are currently available. Along with the full contingent of staff at both locations dependent on the type and scope of work, the required completion time and the complexity of the work.

3.2. List other on-going projects of a similar nature.

With seven market segments, including Transportation, Parks & Recreation, Bridges & Structures, Site Development, Water & Wastewater, Underground Utilities & Rehabilitation, And Irrigation & Flood Control, Hunter currently has 191 ongoing projects in various stages of completion. Hunter has the experience, resources, financial capacity and commitment to provide quality JOC services to the City. Hunter has the ability to bond single projects in excess of \$175 million, with an aggregate limit of \$300 million. Hunter has never been denied a bond request.

Hunter routinely completes over \$230 million dollars of work per year with the capacity to complete more than \$300 million per year. Hunter currently has a backlog totaling \$108 million under contract. We have the resources, equipment, and relationships to guarantee completion of all work undertaken.

The following list is our project teams current work with similar aspects. *Team: Adam Sedgeman (AS) Marvin Murphy (MM) Ryan Kelly (RK) Luis Nichols (LN) Brad Burr (BR) James Morrison (JM), Guillermo "Memo" Aguirre (GM)*

<i>Project Name</i>	<i>Owner</i>	<i>Type</i>	<i>Market Segment</i>	<i>Team</i>	<i>Contract</i>
Aerie La Cholla	BFL Const. Co.	Invitation	Site Development	AS, LN, BR	\$5,737,945.67
AMI-474 Patagonia	Arizona Minerals Inc.	Invitation	Transportation	AS, JM, BR	\$10,587,912.79
BFL Solstice	BFL Const. Co.	Invitation	Transportation	AS, RK, BR	\$589,397.60
BFL Solstice Curb Gutter	BFL Const. Co.	Hard Bid	Site Development	AS, MM, BR	\$753,098.00
El Vado New Hope	PCRFC	JOC	Irrigation & Flood Control	AS, MM, BR	\$1,085,374.24
Finger Rock Wash Drainage	PCRFC	JOC	Irrigation & Flood Control	AS, RK, BR	\$1,979,094.24
Founders Ridge	KB Home	Invitation	Site Development	AS, BR	\$5,966,654.32
Las Vistas Ph1 Rd Imprv	City of Tucson	JOC	Transportation	AS, RK, BR	\$1,146,799.66
Moderne Rocking K Ranch	LifeStyle Homes AZ	Invitation	Site Development	AS, MM, BR	\$1,501,800.85
Tucson Prop 101 Rehab	City of Tucson	CMAR	Transportation	AS, GM, BR	\$5,000,000.00
13th Ave. Traffic Circles	Tucson Clean& Beautiful	Invitation	Transportation	AS, LM, BR	\$143,350.00

3.3. Describe the firm's internal measures to ensure timely completion of various projects.

At Hunter, project costs and schedules are reviewed on a daily, weekly, and monthly basis. Daily Schedule Reviews: Daily Production rates are tracked at Hunter through a proprietary system that we developed internally which links our project budgets to the time and quantities that are input on our time-cards. At the end of each day the time and quantity inputs develop a daily production rate for each item charged to that is compared to our budget estimated budget production rates on the job. These daily cost and production reports show us which items we are and are not hitting our estimated targets on from day to day so that changes can be made in a timely fashion to address any cost or schedule concerns. Weekly Schedule Reviews: On a weekly basis the project team will put together a 5 week schedule. This includes input from all lead field personnel, our Operations Manager, and input from our critical subcontractors. Each week this 5 week schedule is updated so that we can see if we are trending ahead or behind on hitting predetermined milestones.

Monthly Schedule Reviews: On a monthly basis each project team updates their MS Project CPM schedules and uploads it into Hunter's master resource schedule. This master resource schedule allows us to sort by crew types and foreman so that we can adequately balance our resources on ongoing projects and manage the prospective future work in our pipeline.

3.4. Identify who is responsible for maintaining the schedule and describe the firm's record for project completion with recent clients.

Ultimately, as with any corporation, the responsibility for the success of a project lies with the executive group. However, as we all know, the executive level of a corporation is only as good as the employees they entrust with their business. Hunter's philosophy is the Project Sponsor provides executive level oversight, and the Project Manager is responsible for maintaining the schedule. Hunter 's record of completing projects on schedule, and budget is unparalleled, *we do what we say we are going to do.*



SECTION 4. SUBCONTRACTOR SELECTION PLAN

4.1. *Submit a proposed Subcontractor Selection Plan pursuant to ARS 34-603. The plan must describe procedures to be used in selecting subcontractors, and selection shall be based on a combination of qualifications and price.*

Hunter has been a leader in the APDM process since its inception in 2001, conforming to the City's SSP and pursuant to Arizona Revised Statute Title 34 and consistently providing a prequalified team to work together from beginning to end. *Hunter utilizes a proven process to select subcontractors based on qualifications and/or qualifications and price but never on price alone;* prioritizing the best outcome for the project. This has proven to provide quality subcontractors that satisfy the municipalities we work with. Our SSP begins with a workshop with the City to identify each major project scope and determine the City's preferred project outcomes.

Hunter maintains a pool of over 300 prequalified subcontractors who have consistently demonstrated their capabilities and willingness to work on our projects. We have established a strong working relationship with these subcontractors, ensuring they can deliver accurate bids, adhere to tight timelines, and allocate appropriate resources for successful project execution.

To guarantee the highest standards of performance, we actively recruit subcontractors and suppliers who undergo a rigorous selection process before being issued a master contract. We recognize that the strength of our subcontractors directly impacts the outcome of our projects, and we are committed to delivering nothing but excellence. Our team-oriented approach emphasizes early collaboration

and partnerships with subcontractors, allowing us to leverage their expertise, innovative ideas, and cutting-edge products.

In accordance with ARS 34-603, Hunter follows a proven subcontractor selection process **based on qualifications and price, prioritizing qualifications over cost alone.** Furthermore, all subcontractors contracted to work on our projects undergo a thorough prequalification assessment. This assessment evaluates factors such as:

- *Company experience;*
- *Safety performance;*
- *The ability to execute a Master Subcontract Agreement; and*
- *Bonding capabilities if necessary.*



The Subcontractor Selection Plan outlined above serves as an ongoing effort to recruit and retain highly qualified subcontractors, ensuring the successful delivery of our projects

Benefits | The benefit of our approach (or plan) is the selection of highly-qualified subcontractors to meet the needs of the project. Our team approach ensures successful project delivery. We build strong teams with a comprehensive subcontractor prequalification and selection plan that ensures only the best, most qualified subcontractors work on our projects. Early involvement of subcontractors benefits the project due to their added expertise, ideas, and new products. We will request bids from subcontractors at each phase of preconstruction, requiring each subcontractor to provide their own take-off quantities. This allows for us to quickly observe which subcontractors are fully engaged in the project plans and enables us to obtain comprehensive and accurate bids whilst incorporating the most progressive construction techniques and products available.

Hunter's subcontractor selection process is based on qualifications, and in some cases, a combination of qualifications and price, to ensure the successful execution of the required scope of work. Subcontractors must demonstrate their ability to obtain necessary bonds and general liability insurance. Hunter may collaborate with potential SBEs to meet these requirements.

The selection of subcontractors follows four key criteria:

- *Project Specific Understanding*
- *Experience*
- *Ability*
- *Safety*

Given the unique nature of JOC projects, Hunter acknowledges the need for flexibility in subcontractor evaluation. Leveraging our strong relationships with subcontractors, we solicit proposals from at least three subcontractors for each scope of work. We thoroughly evaluate the provided proposals

and choose the subcontractor who offers the most advantageous level of service for the project.

Depending on the project, Hunter employs either a one-step or two-step process for subcontractor selection:

One-step Process

- *Soliciting bids for subcontract work, including work Hunter self-performs typically to provide the best possible price for the project.*
- *Evaluating the proposals.*
- *Awarding the subcontractor who provided the best proposal.*

Two-step Process

- *Includes all aspects of the one-step.*
- *Adds an interview of the top three proposals for each scope, comparing them apples to apples, and making sure they can meet the schedule and have the experience to perform the work.*

Utilization of Small Business Enterprises

Subcontractor selection will be based on qualifications only or a combination of qualifications and price, though never on price alone, while actively and aggressively seeking to meet the overall SBE Goal of 2% to 15% that will be established at the development of the job orders agreements.

Subcontracting Areas Hunter has Preliminarily Identified for Possible SBE Utilization

The following is a list of subcontracting areas we identified SBEs:

- *Concrete flatwork*
- *Electrical/traffic signalization*
(Nextgen Electrical)
- *Paving temporary trench patch paving*
(Lee's Asphalt)
- *Saw cutting (Custom Sawcuts)*
- *Trucking* (Saguaro Trucking, Desert Trucking)

4.2 The resultant contract is subject to the City of Tucson's SBE and DBE requirements. The plan must describe how the Offerer intends to ensure that established goals will be met. In addition, the plan must convey the Offerer's understanding of prompt payment requirements and the firms prompt payment plan/policy.

Our comprehensive plan aligns with the City's SBE/DBE program requirements, including prompt payment. We proactively engage in finding subcontractors who meet the specific SBE/DBE goals set for each JOA. Hunter is well-versed in the necessary regulations and has qualified staff dedicated to ensuring compliance with SBE/DBE/TERO/Davis Bacon policies and guidelines.

Hunter is committed to achieving or surpassing the overall goal set by the OEOP-SBE Program for SBE utilization during the contract period. We will actively support and guide non-certified SBE contractors in their certification process.

Hunter acknowledges that the City of Tucson has a currently unknown targeted goal, most likely of 2% to 15% SBE utilization for this contract by City of Tucson certified SBE firms. Hunter shall also make efforts to identify and assist non-certified SBE contractors with becoming certified.

Potential areas of subcontracting for SBE firms will be identified. Hunter will prepare an estimate of the value of each area of subcontracting and compare to the total estimated contract value to obtain a percentage of contract for each area of subcontracting. Hunter will ensure that the goal for SBE utilization is met throughout the subcontractor selection process. This may require working with and coaching potential SBEs to obtain a higher cumulative score. This may include scoring a particular section higher

with the assumption that Hunter will mentor the SBE subcontractor. Hunter will review preliminary scores with the City's SBE coordinator and may re-score potential SBE proposals to ensure that the established SBE goal for the project is met. The subcontractor with the highest overall score for the required scope of work shall be awarded a contract.

Hunter's Record of Meeting SBE Goals

- *Houghton Road - Irvington Road to Valencia Road Roadway Improvements – Goal of 19%, exceeded goal at 26%.*
- *Tucson Boulevard Diversion Structure - Exceeded 2% goal.*
- *Pima County Flood Control JOC - Exceeded 11% goal on over \$900k of JOC contracts.*
- *Craycroft Road CMAR - Met 10% SBE goal on over \$24M GMPs*
- *Sabino Canyon CMAR - Met agreed to goal (just under 10%) on \$2M GMP.*
- *Pima County - Marana Treatment Facility CMAR – Met agreed to SBE goal.*
- *All other Pima County competitive bid projects - Met SBE goals.*

Prompt Payment Plan / Policy

Hunter adheres to the latest Arizona State Law and prompt payment guidelines, effectively managing all accounts payable operations. Our commitment is to create a favorable financial environment for our exceptional subcontractors and team members, cultivating financial well-being and fostering strong business relationships. This commitment contributes to the overall quality and success of every project we undertake.



OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Qualifications which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Hunter Contracting Co.

Company Name

Name: Adam Sedgeman

701 N. Cooper Rd.

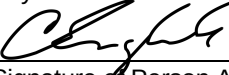
Address

Title: Project Sponsor

Gilbert AZ 85233

City State Zip

Phone: 520.429.5142



Signature of Person Authorized to Sign

Fax: 480.892.4932

Printed Name Chuck English

E-mail: adam.sedgeman@huntercontracting.com

President

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 20____

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not



City of Tucson

Business License

Business Name and Mailing Address:

HUNTER CONTRACTING COMPANY
701 N COOPER RD
GILBERT, AZ 85233

License Number: T0119584

Issue Date: January 10, 2023

Expiration Date: December 31, 2023

Owner:

HUNTER CONTRACTING COMPANY CORP

This license/permit is **non-transferable** and must be posted in a conspicuous place at the business location.

Doing Business As:

HUNTER CONTRACTING COMPANY

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

City of Tucson, Arizona

LICENSE SECTION

Effective: January 01, 2023

Expiration Date: December 31, 2023



Business License

Non-Transferable

T0119584

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: HUNTER CONTRACTING COMPANY

Located At: 701 N COOPER GILBERT, AZ 85234

Please refer to license number in all correspondence.

BY: _____

CFO/Assistant City Manager



HUNTERCONTRACTING.COM



City of Tucson

Business License

Business Name and Mailing Address:

HUNTER CONTRACTING COMPANY
701 N COOPER RD
GILBERT, AZ 85233

License Number: T0119584

Issue Date: January 10, 2023

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Located At: 701 N COOPER GILBERT, AZ 85234

Please refer to license number in all correspondence.

BY: _____

CFO/Assistant City Manager

4. Offer & Acceptance

OFFER AND ACCEPTANCE

OFFER

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For clarification of this offer, contact:

Hunter Contracting Co.
Company Name

701 N. Cooper Rd.
Address

Gilbert AZ 85233
City State Zip


Signature of Person Authorized to Sign

Printed Name Chuck English

President
Title

Name: Adam Sedgeman

Title: Project Sponsor

Phone: 520.429.5142

Fax: 480.892.4932

E-mail: adam.sedgeman@huntercontracting.com

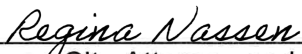
ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 240056-01.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 23rd day of May 2024

 for
As Tucson City Attorney and not personally
personally

Awarded:

This 22nd day of May 2024


As Director of Business Services and not

5. Pricing

JOB ORDER CONTRACT
240056
ROADWAY CONSTRUCTION

Hunter Contracting

RATES TO BE USED UNDER THIS CONTRACT:

The rates shall include all equipment, labor, and all other costs necessary to provide Roadway Construction Services.

All invoices shall include an itemized breakdown of all parts and labor for each project done under this contract.

Overhead - 6.43 %

Profit - 8.57 %

Hunter Contracting



Authorized Signature

4/12/2024

Date

Chuck English

Printed Name

6. FTA and ARPA Forms

**BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED
PRODUCTS**

(To be submitted with each bid or offer exceeding \$100,000)
(To be signed and submitted by the bidder/offeror)

Certification requirement for all procurements except buses, other rolling stock and associated equipment.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date 5/13/2024

Signature 

Company Name Hunter Contracting Co

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.
(To be submitted with each bid or offer exceeding \$100,000)
(To be signed and submitted by the bidder/offeror)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date 5/13/2024

Signature 

Company Name Hunter Contracting Co

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

(To be submitted with each bid or offer exceeding \$100,000)

(To be submitted by the bidder/offeror)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Hunter Contracting Co., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Chuck English, President

Name and Title of Contractor's Authorized Official

5/13/2024

Date

City of Tucson – American Rescue Plan Act (ARPA) Terms and Conditions

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucson under the American Rescue Plan Act (“ARPA”).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucson:

1. Equal Opportunity. Contractor shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by EO 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women’s business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. Suspension and Debarment. (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Tucson. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the City of Tucson, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Tucson and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's authorized official

Date: 5/13/2024

Chuck English

(Print name of person signing above)

President

(Print title of person signing above)

7. Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2024

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

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

PRODUCER Passey Bond Company 28 North Center Street P. O. Box 819 Mesa AZ 85211-0819	CONTACT NAME: Kori L. Moseley, CISR, CPIW PHONE (A/C, No, Ext): (480)969-2291 FAX (A/C, No): (480)833-4833 E-MAIL ADDRESS: korim@passeybond.com														
INSURED Hunter Contracting Co. 701 N. Cooper Road Gilbert AZ 85233	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Phoenix Insurance Co</td><td>25623</td></tr><tr><td>INSURER B: Travelers Prop Cas Co of America</td><td>25674</td></tr><tr><td>INSURER C: CopperPoint Premier Insurance Co.</td><td>12741</td></tr><tr><td>INSURER D: Arch Specialty Insurance Co.</td><td>21199</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Co	25623	INSURER B: Travelers Prop Cas Co of America	25674	INSURER C: CopperPoint Premier Insurance Co.	12741	INSURER D: Arch Specialty Insurance Co.	21199	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CGD246 04/19 ☒ CGT100/CGD316 02/19 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	☒	☒	DT-C0-5W066891-PHX-24 \$10,000 per occurrence BI & PD deductible	5/1/2024	5/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>4,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	4,000,000	PRODUCTS - COMP/OP AGG	\$	4,000,000		\$	
EACH OCCURRENCE	\$	2,000,000																										
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GENERAL AGGREGATE	\$	4,000,000																										
PRODUCTS - COMP/OP AGG	\$	4,000,000																										
	\$																											
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ CAT353 02/15 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	☒	☒	810-4W969209-24-26-G \$1,000 comprehensive & Collision deductible	5/1/2024	5/1/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000																										
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-5W067181-24-26	5/1/2024	5/1/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>19,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>19,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	19,000,000	AGGREGATE	\$	19,000,000		\$													
EACH OCCURRENCE	\$	19,000,000																										
AGGREGATE	\$	19,000,000																										
	\$																											
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☐ N ☒ A	WC000313 (4-84) 1016380	5/1/2024	5/1/2025	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
☒ PER STATUTE ☐ OTH-ER																												
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
D	Professional/Pollution			PDCPP0038203	11/28/2023	11/28/2024	<table><tr><td>Aggregate/Each Claim</td><td>\$4M/\$2M/\$5M/\$5M</td></tr></table>	Aggregate/Each Claim	\$4M/\$2M/\$5M/\$5M																			
Aggregate/Each Claim	\$4M/\$2M/\$5M/\$5M																											
B	Builders Risk			QT-660-7T090557-TIL-24	5/1/2024	5/1/2025	<table><tr><td>Limit - Deductible</td><td>\$30mil/\$10,000</td></tr></table>	Limit - Deductible	\$30mil/\$10,000																			
Limit - Deductible	\$30mil/\$10,000																											

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

Job #24413-00 City of Tucson JOC for Roadway Construction multiple locations throughout Tucson Arizona.

CERTIFICATE HOLDER**CANCELLATION**

City of Tucson Regional Transportation Authority (RTA) 225 W. Alameda 6th Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bill Passey/KORI
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

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

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

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

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

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

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

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

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

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

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

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

C. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

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

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

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

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

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

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

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

D. BLANKET WAIVER OF SUBROGATION

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

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

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

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

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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

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

COMMERCIAL GENERAL LIABILITY

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

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

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

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

(6) An aircraft that is:

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

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

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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

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

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

q. Unsolicited Communication

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

r. Access Or Disclosure Of Confidential Or Personal Information

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

s. Asbestos

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

COMMERCIAL GENERAL LIABILITY

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

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

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

t. Employment-Related Practices

"Bodily injury" to:

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

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

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

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

c. Material Published Or Used Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

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

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

i. Intellectual Property

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

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

This exclusion does not apply to:

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

j. Insureds In Media And Internet Type Businesses

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

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

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

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

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

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

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

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

p. Unsolicited Communication

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

q. Access Or Disclosure Of Confidential Or Personal Information

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

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

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

s. Employment-Related Practices

"Personal injury" to:

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

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

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

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

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

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

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

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

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

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

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

(2) "Property damage" to property:

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

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

COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

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

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

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

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

4. Other Insurance

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

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

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

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

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

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

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

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or

- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

- (1) Radio or television programming being transmitted;
- (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
- (3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;

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

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

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

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

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

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

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

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

17. "Occurrence" means:

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

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

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

19. "Personal injury":

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

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

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

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

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

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

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

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

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

22. "Products-completed operations hazard":

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

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

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

23. "Property damage" means:

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

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

24. "Slogan":

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

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

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).

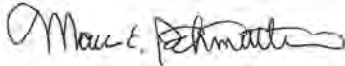
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

	Schedule
State	Blanket/Schedule/State
AZ	BLANKET

Blanket Waiver: Anyone for whom you have agreed to provide this Waiver subject to the terms of this endorsement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
This document may have been uploaded to the CopperPoint Portal.

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

Endorsement Effective 05/01/2024	Policy No. 1016380	Endorsement No. 4
Insured Hunter Contracting Co/Hunter Ditch LP/BED LLC		Premium \$
Insurance Company CopperPoint Premier Insurance Company	Countersigned by	

8. RFQ# 240055