

## EXHIBIT E -Work Authorization

# HIDALGO COUNTY

Professional Engineering Services Contract # C-19-252-07-16

### Work Authorization Form

## WORK AUTHORIZATION NO. 04

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Halff Associates, Inc., professional engineers of McAllen, Texas, hereinafter called "Engineer".

**PART 1. SCOPE OF WORK** The purpose of this Work Authorization is for the Engineer to provide Professional Engineering Services for Sewer Line Replacement at Texas AG Extension Building.

The scope of services to be provided by the Owner is identified in EXHIBIT "A" – Scope of Services to be Provided by the Owner attached hereto.

The scope of services to be provided by the Engineer is identified in EXHIBIT "B" – Scope of Services to be Provided by the Engineer attached hereto.

**PART 2. ESTIMATED COST** The estimated cost for services under this Work Authorization is for \$12,598.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

**PART 3. PAYMENT** Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

**PART 4. FUNDING** This Work Authorization No. 1 shall be funded through funding source: Account No. 2020-1100-419-40-220-050-0-430 Requisition Number 410035 (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner David Fuentes as to content and detail of this Work Authorization No. 04.

HIDALGO COUNTY COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
BY: David Fuentes

PART 8. ACCEPTANCE AND APPROVAL This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE ENGINEER:

THE OWNER:

HALFF ASSOCIATES INC.

HIDALGO COUNTY

  
\_\_\_\_\_  
By: Raul Garcia, Jr. P.E., CFM

\_\_\_\_\_  
By: Richard Cortez, County Judge

ATTEST:

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

- EXHIBIT "A" -Service to be Provided by the Owner
- EXHIBIT "B" -Services to be Provided by the Engineer
- EXHIBIT "C" -Work Schedule
- EXHIBIT "D" -Cost Proposal

Half Associates, Inc.

Professional Engineering Service Agreement C19-252-07-16

# **EXHIBIT A**

## **-Scope of Services to be provided by the Owner**

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the project.
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.
  - (9) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
  - (10) Review and approve the Project design criteria.
  - (11) Review and approve change orders as required and prepared by the **ENGINEER**.

# EXHIBIT B

## -Scope of Services to be provided by the Engineer

Through project award via Work Authorization, Engineer shall provide Professional Services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: 1) Surveying, 2) Civil Engineering, 3) Mechanical/ Plumbing Engineering, 4) Electrical Engineering, 5) Structural Engineering. Upon Identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

**Halff Associates, Inc. is pleased to submit this Work Authorization No. 01 proposal under our existing Professional Service Agreement (C19-252-07-16) with Hidalgo County to provide:**

### **Phase 1: Document Production Phase**

- Review Existing Documents and Conditions
- Site Investigation/Existing Conditions for Design
- Civil Survey for Design
- Civil Utility Plans
- Compile Division 1 Specifications and Project Manual
- Design Phase Administrative Support
- Issuance of Final Documents

### **Phase 2: Bid Phase Services (Not in Scope)**

- Pre Proposal Conference
- Review Bids
- Answer Questions Regarding Construction Document
- Provide Bid Evaluation and Recommendations for Award
- Procurement Phase Administrative Support
- Contract Preparation

### **Phase 3: Construction Phase Services (Not in Scope)**

- Pre-Construction Meeting (1 Visit)
- Response to RFI's
- Review Submittals
- Review Payment Applications (2 Visits)
- CA Phase Administrative Support
- Field Observations/ Punch Lists (4 Field Meetings)
- Project Close-out

# EXHIBIT C

## -Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in **Article 7** of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Item	Task	Duration	Start	Finish
1	<b>Phase I</b>	<b>24 days</b>	<b>13-May</b>	<b>6-Jun</b>
2	Engineer NTP	1 day	21-Feb	21-Feb
3	Civil Survey	5 days	24-Feb	28-Feb
4	Civil Design	10 days	2-Mar	13-Mar
5	Owner Review Meeting	1 day	20-Mar	20-Mar
6	Project Specifications	2 days	23-Mar	24-Mar
7	Issuance of Final Documents	1 day	25-Mar	25-Mar
8	<b>Phase 2 Not in Scope</b>			
9	Procurement Phase			
10	Bid Review/Evaluation			
11	Review and Negotiate			
12	Provide Recommendations for Award			
13	Construction Award			
14	<b>Phase 3 Not in Scope</b>			
15	Construction NTP			
16	Construction Activities			
17	Substantial Completion			
18	Final Completion			

# EXHIBIT D

## Cost Proposal

### Sewer Line Replacement AG Extension Building

<b>Phase 1</b>	
<b>Document Production Phase</b>	<b>\$12,598.00</b>
<b>Phase 2</b>	
<b>Bid Phase Services</b>	<b>\$0</b>
<b>Phase 3</b>	
<b>Construction Phase Services</b>	<b>\$0</b>
<b>Est. Reimbursable Expenses</b>	<b>\$0</b>
<b>TOTAL FEE</b>	<b>\$12,598.00</b>

	Contracted Rate:	Project Manager	Project Engineer	Design Engineer	Senior CADD Operator	Project Inspector	CADD Operator	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
<b>Document Production Phase 1</b>												
Review Existing Documents and Conditions (Plans)			1	4							5	\$647.00
Site Assessment for Design				2	4						6	\$784.00
Civil Survey for Design							4		8		12	\$2,164.00
Civil Utility Plans		2	4	8	16		24				54	\$6,720.00
Compile Division 1 Specifications and Project Manual		1	2					8			11	\$1,236.00
Design Phase Administrative Support								8			8	\$560.00
Issuance of Final Documents			1					4			5	\$487.00
<b>Phase 1 Design Sub-Total (Hours)</b>												
<b>Phase 1 Design Sub-Total (\$)</b>												
<b>Phase 2</b>												
<b>Bid Phase Services (NOT IN SCOPE)</b>												
Pre Proposal Conference											0	\$0.00
Review Bids											0	\$0.00
Answer Questions Regarding Constr. Document											0	\$0.00
Provide Bid Evaluation and Recommendations for Award											0	\$0.00
Procurement Phase Administrative Support											0	\$0.00
Contract Preparation											0	\$0.00
<b>Phase 2 Bid Sub-Total (Hours)</b>												
<b>Phase 2 Bid Sub-Total (\$)</b>												
<b>Phase 3</b>												
<b>Construction Phase Services (NOT IN SCOPE)</b>												
Pre Construction Meeting (1 Visit)											0	\$0.00
Response to RFI's											0	\$0.00
Review Submittals											0	\$0.00
Review Payment Applications (2 visits)											0	\$0.00
CA Phase Administrative Support											0	\$0.00
Field Observations/Punch Lists(4 Field Meetings)											0	\$0.00
Project Close-out											0	\$0.00
<b>Phase 3 Construction Admin Sub-Total (Hours)</b>												
<b>Phase 3 Construction Admin Sub-Total (\$)</b>												
<b>TOTAL HOURS (PRIME CONSULTANT)</b>												
<b>TOTAL EXPENSES</b>												
<b>TOTAL LABOR PLUS EXPENSES</b>												
												<b>\$12,598.00</b>



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Half Associates, Inc.  
 McAllen, TX United States

**Certificate Number:**  
 2020-585781

**Date Filed:**  
 02/07/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 4

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

C19-252-07-16  
 WA04-Sewer Line Replacement Texas AG Extension Building

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zapalac, Russell	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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C19-252-07-16  
WA04-Sewer Line Replacement Texas AG Extension Building

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Raul Garcia Jr., and my date of birth is 9/20/75

My address is 5000 W. Military Hwy #100, McAllen, TX, 78503, US  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of TX, on the 7<sup>th</sup> day of February 2020  
(month) (year)

[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

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C19-252-07-16  
WA04-Sewer Line Replacement Texas AG Extension Building

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zapalac, Russell	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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 C19-252-07-16  
 WA04-Sewer Line Replacement Texas AG Extension Building

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2019

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

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

<b>PRODUCER</b> Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248	<b>CONTACT NAME:</b> Candy Goehring <b>PHONE (A/C, No, Ext):</b> 972-581-4915 <b>E-MAIL ADDRESS:</b> cgoehring@bellgroup.com		<b>FAX (A/C, No):</b> 972-581-4850
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Half Associates, Inc. 1201 N. Bowser Richardson TX 75081	<b>INSURER A:</b> National Fire Ins. Co.		20478
	<b>INSURER B:</b> Amer. Casualty Co of ReadingPA		20427
	<b>INSURER C:</b> Allied World Surplus Lines		24319
	<b>INSURER D:</b> Continental Ins Co		35289
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 2040705820

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractual Liab			6049909053	7/12/2019	7/12/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6049909036	7/12/2019	7/12/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6049909070	7/12/2019	7/12/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6049909067	7/12/2019	7/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liab. Claims Made			0311-3813	7/12/2019	7/12/2020	Per Claim Aggregate	5,000,000 5,000,000

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

AVO: 32530 - (3)(2017) - Contract No. C-16-141-10-31, Project No. 1001-6246 - Hidalgo County Courthouse; HDR Architecture, Inc. (HDR) and Hidalgo County and other parties as required by written contract are included as additional insureds as respects general and auto liability if required by written contract. GL and auto are primary non contributory if required by written contract. Personal Injury contractual exclusion has been deleted. Waiver of subrogation applies to the same as respects general and auto liability, workers compensation and professional liability if required by written contract. Umbrella follows form of the underlying policies. Professional liability \$250,000 retention. 30 day notice of cancellation except 10 days non pay. GL Additional insured and schedule of forms page and 30 day forms attached. Umbrella 30 day notice requested

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County (Owner)  
 2802 S. Business Hwy. 281  
 Edinburg TX 78539

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



## NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

### SCHEDULE

1. Number of days advance notice:

10 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	BLANKET
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

01022003090418010903080513







<MARKETABLE PRODUCT NAME>

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    1. the **written contract** requires you to provide the additional insured such coverage; and
    2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Primary and Noncontributory Insurance**

CNA75079XX (10-16)

Page 1 of 2

«PolUWCompany»

Insured Name: «CusChangeName»

Policy No: 604990953

Endorsement No: 7

Effective Date: 07/12/2019



<MARKETABLE PRODUCT NAME>

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

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXTENDED COVERAGE ENDORSEMENT – BA PLUS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to Section II, Paragraph A.1., Who Is An Insured:

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
- b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- 3. Any person or organization that you are obligated to provide insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

**B. Ball Bonds and Loss of Earnings**

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In a.(2), the limit for the cost of ball bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Towing**

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

**B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to Section III, Paragraph A.3.:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**C. Transportation Expenses**

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**D. Loss of Use Expenses**

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**E. Personal Property**

The following is added to Section III, Paragraph A.4.

c. We will pay up to \$500 for loss to Personal Property which is:

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

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(2) In or on the covered "auto."

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

This insurance is excess over any other collectible insurance and no deductible applies.

#### F. Rental Reimbursement

The following is added to Section III, Paragraph A.4.:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
    - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
    - (b) 15 days.
  2. Our payment is limited to the lesser of the following amounts:
    - (a) Necessary and actual expenses incurred; or,
    - (b) \$25 per day subject to a maximum of \$375.
  3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

#### G. Hired "Autos"

The following is added to Section III, Paragraph A.:

##### 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with

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

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

#### H. Airbag Coverage

The following is added to Section III, Paragraph B.3.

The accidental discharge of an airbag shall not be considered mechanical breakdown.

#### I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

#### J. Diminution in Value

The following is added to Section III, Paragraph B.6.

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual



"employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV)

### III. Drive Other Car Coverage – Executive Officers

The following is added to Sections II and III:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
  - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

### IV. BUSINESS AUTO CONDITIONS

#### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

#### B. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

#### C. Policy Period, Coverage Territory

Section IV, Paragraph B.7.b.(5) is revised to provide:

- a. 45 days of coverage in lieu of 30 days

### V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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

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**CNA PARAMOUNT**

**Changes - Notice of Cancellation or Material Restriction Endorsement**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
<b>Number of days notice (other than for nonpayment of premium):</b>	030
<b>Number of days notice for nonpayment of premium:</b>	10
<b>Name of person or organization to whom notice will be sent:</b>	ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED TO PROVIDE WITH 30 DAY NOTICE OF CANCELLATION OF THIS POLICY UNDER A WRITTEN CONTRACT OR AGREEMENT
<b>Address:</b>	1201 N BOWSER RD  RICHARDSON  TX 75081

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

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

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