

BID FORM

OWNER: **CITY OF SAN LUIS**
 1090 E Union Street
 San Luis, Arizona 85349

BID FOR: **CITY OF SAN LUIS FIRE STATION #2**

1. We, the undersigned, having familiarized ourselves with the local conditions, the project site, Instructions to Bidders, Form of Bid, the Plans and Specifications, and Addenda issues by the Architect, do hereby propose to furnish all labor, materials, necessary tools, expendable equipment, utility and transportation services necessary to complete the Work in strict accordance with the Contract Documents, including all Addenda.
2. Undersigned understands that Owner reserves the right to reject any or all bids, to waive any informality in receipt of this Bid, and to award Contract on the basis stated in the instructions to Bidders.
3. Undersigned declares that cost of Performance Bond in full amount of Contract, and Labor and Materials Payment Bond in full amount of Contract, is included in this Bid as an Additive Alternate price.
4. Undersigned agrees to enter into, prepare and execute a Contract, if awarded on the basis of this Bid, within ten (10) days after date of such notice, and to furnish Bonds and Insurance Certificates in accordance with Contract Documents.
5. This Bid is valid for 30 calendar days following the date for receiving Bids
6. Undersigned acknowledges receipt of the following Addenda:

Addendum No. 1 through Addendum No. 2 and RFI's 1-13.
7. Time is of the essence of this Contract. Contractor's representations as to completion on time are principal and material inducements to Owner in entering into said contracts. The undersigned agrees to start the Work within 10 days after the Notice to Proceed.

It is understood that a detailed schedule shall be coordinated with Owner personnel prior to issuance of the Notice to Proceed. This schedule shall govern the project.
8. Undersigned proposes to enter into Contract for the following amounts:

BASE BID:

The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the above referenced project, as indicated on the Drawings and as specified herein, for the lump sum price of

One Million Seventy Eight Thousand Seven Hundred Sixty Four Dollars
(\$ 1,078,764.00).

The said amount constituting the Total Base Bid.

The undersigned agrees to provide all labor, materials, equipment and services necessary to complete the Alternative Bid Items, as indicated on the Drawings and as specified herein, for the lump sum price of:

ADDITIVE BID ALTERNATE 'A' – Bonds:

Performance Bond:
Seven Thousand Twelve Dollars Dollars
(\$ 7,012.00).

Payment Bond:
Seven Thousand Twelve Dollars Dollars
(\$ 7,012.00).

DEDUCTIVE BID ALTERNATE 'B': - All labor, materials, equipment to provide and install the Electric Drinking Fountain as noted on plans.

One Thousand Seven Hundred Dollars Dollars
(\$ 1,700.00).

Contractor Merrill Development, Inc. Date 5-19-2022

By *Shuley Merrill* Title President

License No. AZ ROC 193193 Address 3266 E 33rd Pl, Yuma, AZ 85365

Telephone 928-341-0185 Surety Merchants Bonding Company

END OF BID FORM

EXHIBIT A: SCOPE OF WORK

The City of San Luis Fire Station #2 Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Plans, Project Manual and Contract Documents. This Work will be performed in strict conformance with the Plans, Proposal Manual, and Contract Documents, and all applicable code regulations.

Contract Time is 365 calendar days from the Notice to Proceed.

Bids shall be received for the following Bid Categories and the required specialty contractor's licenses accordingly.

Construction Plans Dated : August 2021

Project Manual Dated : December 2021

All additional information issued by addendum during the bidding period.

TOTAL BID PRICE

\$ 1,092,788.00
(In Numbers)


One Million Ninety Two Thousand Seven Hundred Eighty Eight Dollars Dollars
(In Words)

_____ Cents

Seal (if bid is by Corporation)

Respectfully Submitted:

Bidder: Merrill Development, Inc.

Signature: 

Title: President

License No. AZ ROC 193193

Address: 3266 E 33rd place, Yuma AZ 85365

Date: 5-19-22

EXHIBIT B: BID

Date: 5-19-2022

The undersigned, as bidder, acknowledges that they have received and examined the Contract Documents, Plans, and Specifications for the:

CITY OF SAN LUIS FIRE STATION #2

By submission of this bid we certify this bid has been arrived at independently, without consultation, communication or agreement as to any matter related to this bid with any other bidder for this contract.


Attached is a Bid Guaranty Bond completed by a surety authorized to carry on a business in the State of Arizona, or a cashier's check, in the amount of at least ten (10%) percent of the total amount of this bid. If our bid is accepted, we agree to sign the Contract and to furnish the Performance Bond and Payment Bond and evidence of insurance within ten (10) days after receiving written Notice of Award.

We agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the contract within three hundred and sixty-five (365) calendar days after Notice to Proceed.

We acknowledge we have received the following addenda:

Addendum # 1	4-5-22	Addendum # 2	5-12-22
Addendum No.	Date	Addendum No.	Date

RFI's 1-13			
Addendum No.	Date	Addendum No.	Date

	Shirley Merrill	President
Contractor's Signature	(Print Name)	Title

Merrill Development, Inc.

 Company Name

3266 E 33rd Place, Yuma AZ 85365

 Address

928-341-0185	mikem@merrilldevelopment.com
Telephone	Email

AZ ROC 193193

 Arizona Contractor's License #

EXHIBIT C: SURETY (BID) BOND

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Merrill Development, Inc.
as Principal, hereinafter called the Principal, and Merchants National Bonding, Inc.,
a corporation duly organized under the laws of the State of Iowa,
as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety
business in this State issued by the Director of the Department of Insurance, are held and firmly
bound unto City of San Luis as Obligee, hereinafter called the Obligee, in the sum of ten percent
(10%) of the amount bid, submitted by Principal to City of San Luis for the work described below,
for the payment of which sum well and truly to be made, the said Principal and the said Surety
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its bid for:

Project No:

CONTRACT NO. BAN-2022-01 City of San Luis Fire Station #2

NOW THEREFORE, if the Obligee, acting by and through its Public Works Director, accepts the
bid of the Principal and the Principal shall enter into contract with the Obligee in accordance with
the terms of such bid, and give such bonds and certificates of insurance as may be specified in
the contract documents with good and sufficient surety for the faithful performance of such
contract and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter into such contract and give such bonds and
certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the
penalty of the bond between the amount specified in the bid and such larger amount for which
the Obligee may in good faith contract with another party to perform the work covered by the bid
then this obligation is void. Otherwise, it remains in full force and effect provided, however, that
this bond is executed pursuant to the provisions of ARS 34-201, and all liabilities on this bond
shall be determined in accordance with the provisions of the section to the extent as if it were
copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Merrill Development, Inc.

Merchants National Bonding Inc.

Principal

Surety

By

Shirley Merrill

By Attorney-in-Fact

Mark R. Panceraj

President
Title

350 W. 16th St., Suite 103, Yuma, AZ. 85364

Address, Attorney-in-Fact

Subscribed and sworn to before me
this 12 day of May, 2022.

My commission expires: Aug 9, 2022

Notary Public

Heather Pool



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Cynthia Gastelum; Douglas A Pancrazi; Mark R Pancrazi

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

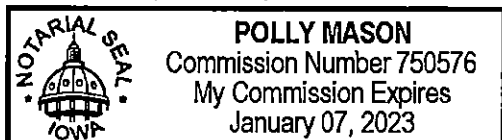


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

EXHIBIT D: QUALIFICATION AND CERTIFICATION FORM

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may be a determining factor in award.

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
Merrill Development Inc, 3266 E 33rd Place, Yuma AZ 85365, 928-341-0185

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes x No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes x No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? Yes x No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
 - a. A brief history of the Contractors Firm.
 - b. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - c. List of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The subcontractors Arizona ROC License number, contact name, and phone # must be included.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. City of San Luis reserves the right to request additional information.

Merrill Development, Inc. Capability and Qualifications

A. Past Projects;



Project Name: YRMC Support Services Building
Project Type: New Construction
Location: 2400 S Ave. A, Yuma, AZ 85364
Responsibility: General Contractor
Owner: Yuma Regional Medical Center
2400 S Ave. A, Yuma, AZ 85364

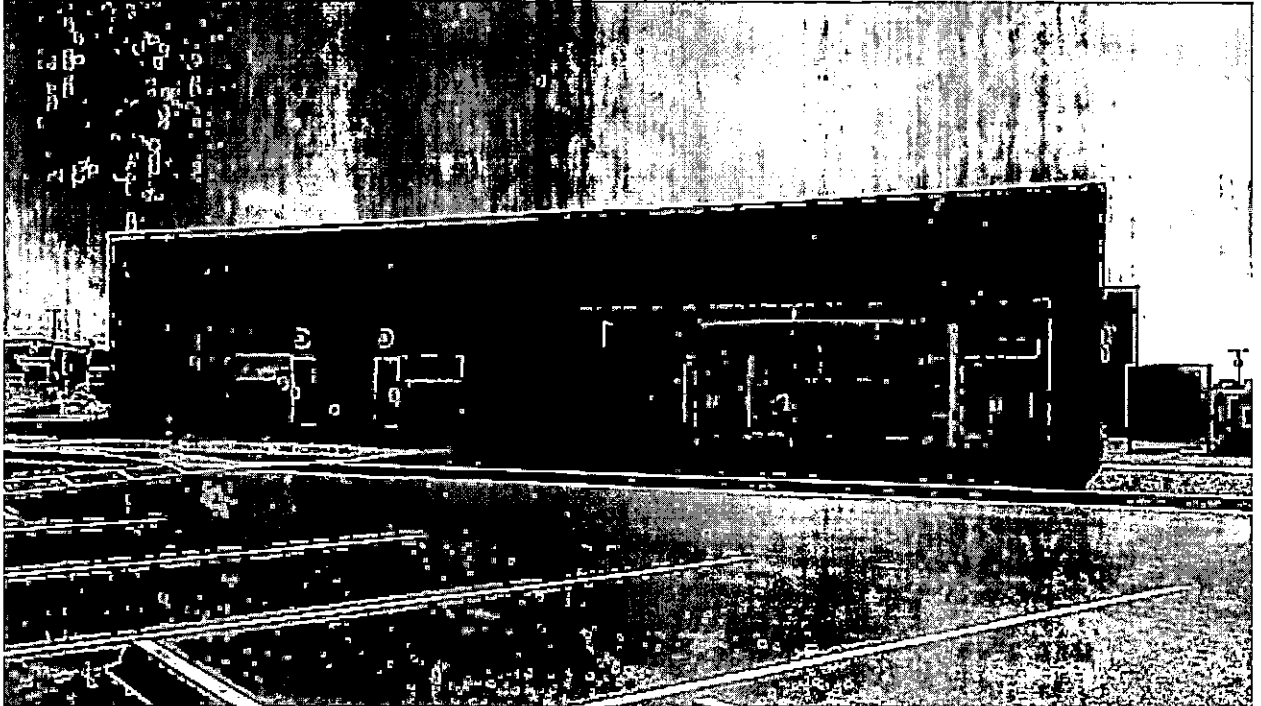
Owner Representatives:

Nicolle Griffin: Phone: 928-336-7736 Email: ngriffin@yumaregional.org
Hal Plemons: Phone: 928-336-7164 Email: hplemons@yumaregional.org

Original Bid: \$6,406,281.00
Original Duration: 300 Calendar Days
Final Cost: \$6,593,751.35
Final Duration: 330 Calendar Days
Description: Two-Story 35,293 Square Feet, Prep for 3rd Floor Capability.

Proposal

Merrill Development, Inc.



Project Name: AWC Parker Learning Center
Project Type: New Construction
Location: 1109 Geronimo Ave, Parker, AZ 85344
Responsibility: General Contractor
Owner: Arizona Western College
2020 S Avenue 8E, Yuma, AZ 85365

Owner Representatives:

Steve Eckert: Phone: 928-314-9475 Email: steve.eckert@azwestern.edu

Original Bid: \$1,696,374.00
Original Duration: 180 Calendar Days
Final Cost: \$1,760,143.00
Final Duration: 180 Calendar Days
Description: New 9,000 square foot single-story building which included classrooms, meeting rooms with divider partitions and offices.



Project Name: Quechan Community Building
Project Type: New Construction
Location: 1810 Turquoise Circle, Winterhaven, CA 92283
Responsibility: General Contractor
Owner: Quechan Housing Authority
1860 W. Sapphire Lane, Winterhaven, CA 92283
Owner Representatives:
Cliff O'Neill: Phone: 760-572-0243 Email: coneill@quechanhousing.org

Original Bid: \$968,658.00
Original Duration: 180 Calendar Days
Final Cost: \$975,376.00
Final Duration: 180 Calendar Days
Description: New 3,600 square foot single-story community building to include kitchen, offices and restrooms.

B. Scheduling and Cost Control

1)

Merrill Development, Inc. utilizes computer generated schedules on a daily basis through our project management software Procore as well as Microsoft Project. The schedule is set for the project and the superintendent completes daily logs which allows the superintendent to update the schedule daily based on the tasks completed each day. The daily logs are reviewed by the project manager and any schedule changes or task completions are reviewed before approval. This allows the schedule to be updated daily to reflect the tasks completed for that day and insures tasks are monitored daily for progress and completion.

Merrill Development, Inc. uses a computer estimating program (WinEst) which uses data bases for all types of construction some of which come from the Means Cost Data Bases. These estimates are transferred to Procore to setup up the budget for the project. Contracts are awarded, and subcontracts generated per cost code in Procore. Procore is integrated with QuickBooks to ensure all costs are tracked and billed correctly.

The project schedule should be definitive enough to track the normal progression of work. It needs to identify the work in enough detail, so the work progress can be tracked, and critical tasks identified by all persons involved. The provided schedule is typical for all Merrill Development, Inc. projects, the percent complete for each task is updated daily and each phase and location for the task is identified to ensure proper tracking and eliminate confusion and delays.

We ask that are subcontractors provide a duration of time required for them to complete their scope of work once they are awarded the project. We use this input to help build our

initial schedule and we review and confirm our schedule with them to insure they can complete the work in the time allotted for them. We continue to communicate with them throughout the project for any updates to insure the project stays on schedule as planned.

By updating the schedule daily, we can identify any areas where we may be able to save time and get ahead of schedule and look for tasks that could possibly be completed simultaneously. This daily attention to the project schedule allows us to bring projects in on time and communicate the progress of the project to the owner from start to finish.

C. Method of Approach

- 1) Merrill Development, Inc. pre-qualifies all subcontractors to determine their license, history, work force and quality of work. Merrill Development, Inc. uses a project management software program to invite subcontractors and suppliers for quotations. This opens the ability to find and select the best prices and qualified firms. The subcontractors that cannot meet the demands of the schedule or that Merrill Development, Inc. feels are not up to the qualifications required will not be solicited. Merrill Development, Inc. provides 100% supervision of all subcontractors and conducts weekly subcontractor meetings to communicate and ensure all items are being completed per plans and on schedule. The schedule is communicated to the subcontractors and updated daily by the superintendent and all changes are approved by the Project Manager for compliance. The subcontractors have access to the schedule, plans, request for information, change orders, submittals, contracts, etc. at all times and are always up to date through our online project management software. Subcontractors receive notifications of all changes and any items requiring their reference or action to ensure schedule compliance.

- 2) Merrill Development, Inc. is a project management orientated company and we have many years of experience working on multiple projects at the same time and bringing them to completion per plans and schedule. It is this experience which we will bring to the project to address the phases of the contract from conception to completion. All items are tracked, and the percent completion of each scheduled task is accounted for daily by us and our project management software program to ensure overall schedule compliance. Potential delays can be seen ahead of time and possibly avoided or shortened by our continuous tracking of all phases of construction to maintain schedule compliance. Any potential delays are brought to the attention of everyone so that we can determine the length of the delay and so everyone is aware of how it will affect all phases of the schedule. The best solution to minimize the delay will be agreed upon and the schedule adjusted accordingly. Before any days are added to the overall schedule due to a delay a complete review and analysis of the schedule will be performed to determine if any tasks originally scheduled to be completed later can possibly be completed during this delay. Any possible adjustments in labor force or hours will also be considered before extending the schedule due to a delay. Any decision made to address a delay will be agreed upon by all parties and be in the best interest of the owner to limit the overall cost and schedule impact for the owner.

- 3) Change Orders are tracked and managed through our project management software Procore. If the change order is the result of an ASI or owner requested change a request for pricing is sent to the subcontractors involved with a detailed description of the change with the Architects supplemental instructions for them to submit their costs for the change. A detailed COR (change order request) is generated with total cost and description of the change and submitted to the owner/architect for approval through Procore, this is the first step if requested by subcontractor or us due to

change in scope of work. Once the COR is marked for approval/rejection/revision Procure notifies us to proceed as noted. If COR is approved all parties are notified and work for the change order can proceed. Each month all approved COR are totaled in to one CO (Change Order) to the owner for approval and the contract is adjusted to reflect the one CO. As soon as the owner approves the CO all COR are approved for each subcontract/supplier involved and their contract and billing schedule is updated automatically for them to bill through Procure. This process saves time in processing billing as all changes have been reviewed and approved prior to processing billing and summarized into one contract change for each billing. All changes are tracked and eliminates billing errors.

- 4) Merrill Development, Inc. as a General Contractor make our selection of workers, subcontractors, and suppliers who provide the quality and delivery our clients and we require. We do not always use the lowest price from the sub/supplier as in some cases they will not provide the quality and/or performance expected. Projects brought in on schedule and of the quality that the owner expects is our number one goal.
- 5) Merrill Development, Inc. maintains a safe workplace by ensuring all jobsite personnel are complying with OSHA standards. All workers are always required to wear the required protective equipment and must submit required certifications for any task that requires certification. Constant supervision and site inspections are conducted to ensure a safe work place is maintained. Weekly safety meetings are conducted to maintain and communicate safety and ensure all workers are aware of the safety plan in case of an emergency.
- 6) All construction projects have unforeseen issues that arise during the course of construction. It is Merrill Development LLC's philosophy to handle the problem by addressing the issue with a no-fault type of manner. We address the issue, not who is

Proposal

Merrill Development, Inc.

to blame. It will be our priority to first bring the issue to the table and find the best resolution and make the corrections agreed upon. Ignoring the problem and hoping it will go away is not how Merrill Development, Inc. operates.

D. Information System

Merrill Development, Inc. uses a project management software called Procore where all information entered in Estimating and Bidding phase feeds forward throughout project and into Bid Invitations, Subcontracts, Change Orders, Owner Billing, Daily Logs, Schedule, Submittals, Transmittals, Punch List, Accounting etc. . . all the way to close-out. Procore organizes all Tasks and Tracking Items in one location to keep the project moving forward in real time. It Sends reports and notifications automatically or on demand. Procore sends out answers or approvals to RFI's, CO's, and Submittals to everybody involved at the moment of response, which makes sure everybody is able to proceed and saves time.

E. Commitment to the Project

- Merrill Development, Inc. is 100% committed to the San Luis Fire Station # 2 Project and will perform the contract per the requirements set forth. No current contracts will impact the availability for this project.

EXHIBIT E: CONTRACTOR REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

References

Please list a minimum of four (4) references for projects of similar size and scope as this Invitation for Bid during the past twelve (12) months, in, or as close to the City of San Luis as possible.

1. **Company:** AWC
 Contact: Steve Eckert
 Phone: 928-344-7588
 Address: 2020 S Ave 8 E

2. **Company:** Crane School District #13
 Contact: Dale Ponder
 Phone: 928-373-3400
 Address: 4250 W 16th St, Yuma AZ 85364

3. **Company:** Mohawk Valley School District
 Contact: Shanna Johnson
 Phone: 928-785-4942
 Address: 5151 S Ave 39 E

4. **Company:** City of San Luis
 Contact: James Einwaechter or Mary French
 Phone: 928-341-8577
 Address: 1090 E Union Street, San Luis AZ 85349

Merrill Development, Inc.

Name of Business



Signature of Authorized Representative

EXHIBIT F: AFFIDAVIT BY CONTRACTOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)§
COUNTY OF YUMA)

Shirley Merrill

(Name of Individual)

being first duly sworn, deposes and says:

That he/she is President

(Title)

of Merrill Development, Inc. and

(Name of Business)

and, That he/she is bidding on the **City of San Luis Fire Station #2**

That neither he/she nor anyone associated with the _____
Merrill Development, Inc.

(Name of Business)

has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.

Merrill Development, Inc.
(Name of Business)
Shirley Merrill
(By)
President

(Title)

Subscribed and sworn to before me this 12 day of May, 2022

My Commission expires: Aug. 9, 2022

Notary Public Heather Pool



EXHIBIT G: SUBCONTRACTORS AND MATERIAL SUPPLIERS LIST

The successful bidder shall list below the names of all qualified subcontractors or material suppliers he will employ for the various portions of the work indicated. This list shall be provided at the pre-construction meeting.

SPECIALTY	SUBCONTRACTOR/MATERIAL SUPPLIER	LICENSE #
Earthwork & Paving	DPE Construction	080704
Concrete	Steve Evans Concrete	313788
Site Utilities	GCE	323518
Roofing, Insulation	Lines & Lundgreen	069354,071919
Stucco	David White Construction	316491
Plumbing	Choya Plumbing	329957
Electrical	Somerton Electric	316206
HVAC	Polar Cooling	262295
Fire Alarm	Western Sun	072850
Fire Sprinkler	Precision Fire	275029

EXHIBIT H: SUBCONTRACTOR CERTIFICATION
INTENTIONS CONCERNING SUBCONTRACTORS

At the time of the submission of bids on: **City of San Luis Fire Station #2**

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the City prior to award of this contract; and that documentation, such as copies of letters, request for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ x _____

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Merrill Development, Inc.

(Name of Business)

Shuley Merrill

(By)

President

(Title)

5-19-2022

(Date)

**EXHIBIT L: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

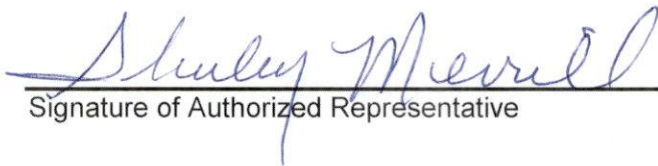
The bidder certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this bid or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Shirley Merrill, President

Typed Name and Title of Authorized Representative



Signature of Authorized Representative

_____ I am unable to certify the above statements. My explanation is attached.

EXHIBIT M: NOTICE OF AWARD

City of San Luis

Project No: BAN-2022-01 CITY OF SAN LUIS FIRE STATION #2

To: Shirley Merrill
Merrill Development, Inc.
3266 E 33rd Pl, Yuma, AZ 85365

The bid submitted by you on 5-19, 2022 for the above referenced work has been reviewed and evaluated by the City and its Engineer. You are hereby notified: you bid has been accepted in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Contract and furnish the required Performance Bond and Payment Bond within ten (10) calendar days of receipt of this Notice.

If you fail to execute the Contract and/or to furnish the required bonds within ten (10) days of receipt of this Notice, the City will be entitled to consider your bid abandoned and as a forfeiture of your Bid Bond. The City will be entitled to such other rights as may be granted by law.

You are required to return a signed copy of this Notice of Award to the City.

Dated this _____ day of _____, 2022.

CITY OF SAN LUIS:

Gerardo Sanchez, Mayor, City of San Luis

CONTRACTOR:

Shirley Merrill
Signature

5-19-2022
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO EXTENSION ENDORSEMENT
Contractors**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

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

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
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS
- F. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT
- G. HIRED AUTO PHYSICAL DAMAGE — LOSS OF USE — INCREASED LIMIT
- H. PERSONAL EFFECTS
- I. AIRBAGS
- J. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- K. BLANKET WAIVER OF SUBROGATION
- L. UNINTENTIONAL ERRORS OR OMISSIONS
- M. HIRED AUTO PHYSICAL DAMAGE
- N. ARIZONA — FULL GLASS COVERAGE
- O. TOWING AND LABOR FOR PRIVATE PASSENGER TYPE

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**:

- b. 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 A.1., **Who Is An Insured**, of **SECTION II — COVERED AUTOS LIABILITY COVERAGE**:

- e. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy. This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

C. EMPLOYEE HIRED AUTO

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

- f. 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.

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 that individual "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. EMPLOYEE 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. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

We will pay up to \$75 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.

G. 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 \$75 per day, to a maximum of \$1,500 for any one "accident".

If CA 99 90 is attached to this policy, the higher of the limits shown here or in CA 99 90 are applicable.

H. PERSONAL EFFECTS

This coverage is being added to Paragraph A.4.a., **Transportation Expenses Coverage Extensions**, of **SECTION III — PHYSICAL DAMAGE COVERAGE**:

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

- (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 Effects coverage.

I. 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., **Specified Causes of Loss Coverage** and A.1.c., **Collision Coverage** 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".

J. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.d., 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".

K. 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.

L. 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.

M. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III-PHYSICAL DAMAGE COVERAGE A. Coverage**:

5. If hired "autos" are covered "autos" for Liability Coverage, then the **Physical Damage Coverage** provided under this Coverage Form for any "auto" you own are extended to "autos" of the private passenger or "light truck" type which you lease, hire, rent or borrow without a driver for a period of 30 days or less, subject to the following limit.

The most we will pay for physical damage for an "auto" under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible unless an additional limit is purchased. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or "light truck" type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or "light truck" type. Coverage is excess over any other valid and collectible insurance.

"Light trucks" are defined as trucks with a gross vehicle weight of 10,000 pounds or less.

The most we will pay is the amount shown in the Declarations.

N. ARIZONA – FULL GLASS COVERAGE

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

Physical Damage Coverage for a covered "auto" of the private passenger type is changed as follows:

1. No deductible applies to "loss" to:
 - a. Glass used in the windshield, doors and windows of the covered "auto"; or
 - b. Glass, plastic or other material used in the lights of the covered "auto".
2. All other **Physical Damage Coverage** provisions apply.

O. TOWING AND LABOR FOR PRIVATE PASSENGER TYPE

The following replaces Paragraph A.2., **Towing** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT
CONTRACTORS**

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

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

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. DAMAGE TO PREMISES RENTED TO YOU**
- B. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- C. NEWLY ACQUIRED ORGANIZATION**
- D. NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**
- E. UNINTENTIONAL ERRORS OR OMISSIONS**
- F. ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**
- G. ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT**
- H. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**
- I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**
- J. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**
- K. VOLUNTARY PROPERTY DAMAGE**

PROVISIONS

A. DAMAGE TO PROPERTY RENTED TO YOU

1. The following replaces Paragraph 2. Exclusions, j., Damage to Property, of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- 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 an 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 "property damage" (other than damage by fire, explosion, lightning, smoke, soot or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented to You Limit as described in **SECTION III – LIMITS OF INSURANCE**.

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

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

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

2. The following replaces the last paragraph of Paragraph 2. **Exclusions**, of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c. through n. do not apply to "property damage" by fire, explosion, lightning, smoke, soot or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner, for which the damage to the amount we will pay is limited to the Damage to Premises Rented to You Limit as described in **SECTION III – LIMITS OF INSURANCE**.

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

6. Subject to paragraph 5. above, the Damage to Premises Rented to You Limit shown in the Declarations under the Commercial General Liability Coverage is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke, soot or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner.

4. The following replaces Paragraph 4. **Other Insurance b. Excess Insurance (1)(a)(ii)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(ii) That is Fire, Explosion, Lightning, Smoke, Soot or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

5. The following replaces Paragraph 9.a of **Section V – DEFINITIONS**:

e. 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 "property damage" by fire, explosion, lightning, smoke, soot or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces paragraph 1.b of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces paragraph 1.d of **SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**
 - 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.

C. NEWLY ACQUIRED ORGANIZATION

The following replaces Paragraph 3.a. of **SECTION II — WHO IS AN INSURED:**

- 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;

D. NOTICE AND KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

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

- e. Your duty to give us or our authorized representative prompt notice of the "occurrence", offense, claim or "suit" applies only when the "occurrence", offense, claim or "suit" is known to:
 - (1) You (if you are an individual);
 - (2) A partner (if you are a partnership);
 - (3) A member (if you are a limited liability company);
 - (4) An executive officer, director or insurance manager (if you are a corporation or other organization); or
 - (5) Any "employee" authorized by you to give notice of the "accident" or "loss".

E. UNINTENTIONAL ERRORS OR OMISSIONS

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

- d. 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.

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

The following is added, Paragraph 4., of **SECTION II- WHO IS AN INSURED:**

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

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

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

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

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

The following is added, Paragraph 8., of **SECTION III - LIMITS OF INSURANCE:**

With respect to the insurance afforded to **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU:**

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

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

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

G. ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS - WHEN REQUIRED IN A CONTRACT OR AGREEMENT

The following is added, Paragraph 5., of **SECTION II – WHO IS AN INSURED**

Who Is An Insured is amended to include as an additional insured any person(s) or organization(s), who is a manager or lessor of the premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured, only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of person(s) or organization(s).

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added, Paragraph 9., of **SECTION III – LIMITS OF INSURANCE**

With respect to the insurance afforded to **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES – AUTOMATIC STATUS – WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT:**

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

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

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

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

The following is added, Paragraph 6., of **SECTION II – WHO IS AN INSURED:**

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

However, the insurance afforded to such additional insured:

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

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

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

The following is added, Paragraph 10., of **SECTION III - LIMITS OF INSURANCE:**

With respect to the insurance afforded to **ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU:**

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

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

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

I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – AUTOMATIC WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

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

If required by written contract or agreement and the loss occurs after the written contract or agreement is executed, we waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

J. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

The following is added, Paragraph 4.d., of **SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS** and this provision supersedes any provision to the contrary:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

K. VOLUNTARY PROPERTY DAMAGE

The following is added, **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY 1., Insuring Agreement:**

At your request, we will pay for "property damage" to property of others caused by you and while in your care, custody or control, arising out of your business operations and occurring during the policy period.

However, the "property damage" must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

The following is amended to add, Paragraph 11., of **SECTION III – LIMITS OF INSURANCE:**

Subject to paragraph 2., above, the most we will pay for any one "occurrence" arising out of "property damage" to property of others caused by you and while in your care custody or control is \$5,000.

For the purpose of this coverage only, **SECTION I – COVERAGE, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions J. (4.)** is deleted.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization as required by written contract.

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

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

Endorsement Effective Date: 12/20/2021

Policy No.: BNJWC0145879

Endorsement No.

Insured:

Premium:

Insurance Company: Benchmark Insurance Company

Merrill Development, Inc

Countersigned by _____