## PROPOSAL PACKAGE INFORMATION SHEET

### SPECIFICATION NO. 13495-REBID

**PALA LIFT STATION ELECTRICAL EQUIPMENT UPGRADE**

**NOTICE TO BIDDERS:** The attached Proposal Package, when completed by you and returned to this District, constitutes your Bid on this specification. Please do not submit the bound copy of the specifications or addenda with your Bid.

The envelope enclosing the proposal **MUST** be sealed and addressed as follows:

<table>
<thead>
<tr>
<th>Regular or Express Mail</th>
<th>FedEx or Hand-Deliver</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Manager, EMWD</td>
<td>General Manager, EMWD</td>
</tr>
<tr>
<td>Attention: Field Engineering Department</td>
<td>Attention: Field Engineering Department</td>
</tr>
<tr>
<td>P.O. Box 8300 / Perris, CA 92572-8300</td>
<td>2270 Trumble Rd / Perris, CA 92570</td>
</tr>
</tbody>
</table>

The envelope **MUST** be plainly marked in the upper left hand corner with the name and address of the bidder, and bear the words:

- **Proposal For:**
- *(Specification No.)*
- *(Name of Project)*
- *(Date and Hour)*

### SIGN, COMPLETE, AND SUBMIT THE FOLLOWING:

- **Proposal Sheet (C3) **Signature required!**
- **Bidding Sheets & Total Bid Price - Unit Price Written In Words, Equipment/Materials List (BS)**
- **Bidder’s Reference (C4)**
- **Subcontractors List (C5)**
- **Public Works Contractor Registration Extracts (C22) **Attach extracts of Bidder & Subs listed on C-5 Designation of Subcontractors form. Go to: [https://efiling.dir.ca.gov/PWCR/Search](https://efiling.dir.ca.gov/PWCR/Search)**
- **Contractor’s Licensing Statement (C6)**
- **Non-Collusion Declaration (C7)**
- **Iran Contracting Act Certification (C13) (required if bid is over $1 million)**
- **Cal Osha Form 300A (C16)**
- **Contractor’s Cal Osha Compliance History and SIC Code (C17)**
- **Contractor’s Sample Certificate of Insurance**
- **Original Bid Bond (BB)**

*Bid Bond to be signed By You And Your Surety Company--Surety Seal required.*

*Notary Acknowledgement required for Surety and Contractor*

### PLEASE COMPLETE & SIGN ALL REQUIRED AREAS. SUBMIT AND ATTACH ANY ADDITIONAL DOCUMENTATION WHICH CONSTITUTES YOUR BID

FAILURE TO COMPLETE THIS PROPOSAL PACKAGE MAY RENDER YOUR BID "NON-RESPONSIVE"

*Please Remove This Information Sheet Prior to Submitting Your Bid*
The Contractor shall construct the project under these Specifications all in conformance with the Contract Drawings listed in Section P and these Specifications.

The District reserves the right to:

A. Accept or reject any or all bids on this specification;
B. Award Contract to the lowest qualified bidder, based on the total bid price;
C. Waive any defects and informalities.

The District shall be the final authority with regard to whether a bid is responsive to the call for bids and to whether a bidder is a responsible bidder under the conditions of his bid, or for any reason.

The total contract price shall include all work, materials and equipment needed to complete the project as defined in the General Conditions, Section F. The bidder shall include costs for such other items in the most appropriate category (bid item).

TO BE INSTALLED:

The District will furnish the following item(s) to be installed by the Contractor:

RTU Backplane
Operator Interface Terminal (OIT)

The Contractor shall pick up all furnished items at the District yard. Furnished items will be loaded onto the Contractor's truck by the District.

Refer to 00100 Special Conditions Instructions, SC-2, Scope of Work for complete scope.
<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price (Figures)</th>
<th>Total Amount (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Mobilization and Approved: Bonds, Insurance, Schedule of Values (see Section 01026) and Preliminary Project Schedule (PPS) (see section 01310)</td>
<td><strong>$125,000</strong></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Furnish and install Pala Lift Station Electrical Equipment Upgrade, complete and in place as specified herein and as shown on the Contract Drawings and Specifications, tested and ready for operation, all for the lump sum price of</td>
<td><strong>$2,924,000</strong></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td><strong>ADDITION OR DEDUCTION</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td>Circle one (If applicable):</td>
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</tr>
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<td></td>
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<td></td>
<td>Addition (+)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Deduction(-)</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BID (Basis of award) | **$3,049,000**
ADDITION OR DEDUCTION: Provision is made here for the bidder to include an addition/deduction in their bid, if desired, to reflect any last minute adjustments in prices. The addition/deduction, if made, will be proportionately applied to item(s) ______________ (fill in) and reflected in the unit prices for payment purposes. If the addition/deduction affects more than one bid item, the proportionate application of the addition/deduction shall be mutually agreed upon by the Contractor and the District at the prejob.

Addenda and/or Letter of Clarification
By submitting a bid, Bidder certifies that any addenda and letters of clarification issued to these specifications, whether acknowledged or not below, shall be made a part of the contract. Bidder further agrees to perform all labor and services and furnish all materials, tools and appliances necessary for completing the work called out in the addenda or letter of clarification.

<table>
<thead>
<tr>
<th>Addenda received:</th>
<th>Addendum 1</th>
<th>__________</th>
<th>__________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Clarification received:</td>
<td>__________</td>
<td>__________</td>
<td>__________</td>
</tr>
</tbody>
</table>

Person who inspected site of the proposed work as an employee of your firm: *(Representative must have inspected the jobsite and be an employee on the company's payroll to be considered a responsive bidder)*

Mike Hughes

(Name)

12/2/19

(Date of Inspection)
EQUIPMENT AND MATERIAL

Identify the name of the manufacturer for the equipment and/or material items listed below, if not specified. Acceptable manufacturers listed shall be utilized by the Contractor in his construction. No substitution of the Contractor’s listed manufacturer will be permitted without written justification and the approval of the District. PRODUCTS OF MANUFACTURERS LISTED AS EQUALS TO THOSE SPECIFIED MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE DISTRICT NOT LATER THAN THE TENTH (10TH) DAY PRECEDING THE DATE SET FOR RECEIPT OF BIDS.

FAILURE TO PROVIDE THIS INFORMATION MAY RENDER YOUR BID NON-RESPONSIVE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outdoor Switchgear/Distribution Switchboard</td>
<td>EATON</td>
</tr>
<tr>
<td>Motor Control Center (MCC)</td>
<td>EATON</td>
</tr>
<tr>
<td>Variable Frequency Drives (VFD)</td>
<td>TOSHIBA</td>
</tr>
<tr>
<td>Auto Transfer Switch (ATS)</td>
<td>ZENITH</td>
</tr>
</tbody>
</table>
PROPOSAL

The undersigned hereby declares, as Bidder, that the only persons or parties interested in this proposal as principals are those named herein; that no director or any other officer or employee of the Eastern Municipal Water District is in any manner interested directly or indirectly in this proposal or in the profits to be derived from the contract proposed to be taken; that this bid is made without any connection with any person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the Notice Inviting Bids (or Bidding Information), Insurance Requirements and the Instructions to Bidders and agrees to all the stipulations contained herein; that he proposes and agrees that if his bid as submitted in the attached sheets, be accepted he will contract in the form so approved and furnish all items called for in accordance with the provisions of said approved form of Agreement, Insurance Requirements and the Specifications and to deliver the same within the time stipulated therein; and that he will accept in full payment therefore the prices named in said Bid Sheet.

The Bidder further agrees, that upon receipt of written notice of the acceptance of this proposal within 60 days after the day of opening bids (unless otherwise specified in the Notice Inviting Bids or Bidding Information) he will execute and return the Contract in accordance with the proposal as accepted and furnish the required bond(s) within SEVEN (7) days from the date of mailing the Notice of Acceptance of Proposal to him at his address given below, or within such time as allowed by the Engineer; and that upon his failure or refusal to do so within the said time, then the certified or cashier's check or bond accompanying this bid shall become the property of and be retained by the Eastern Municipal Water District as liquidated damages for such failure or refusal, and shall be deposited with the Treasurer of said Eastern Municipal Water District as monies belonging to the Eastern Municipal Water District; provided, that if said Bidder shall execute the Contract and furnish the required bond within the time aforesaid, his check or bond shall be returned to him thereafter.

The Bidder further declares that the surety or sureties named in the attached sheet have agreed to furnish bond in form and amount set forth in the accompanying Notice Inviting Bids (or Bidding Information) and paragraph B-6 of the Instructions to Bidders, in the event contract is awarded on basis of this proposal.

Company: Southern Contracting Company

Address: 559 N. Twin Oaks Valley Rd, San Marcos, CA 92069

Date: 12/19/19

By: Philip E. Waterman

(Print Name) (Name should appear below)

(Signature of Owner or Officer required)

Name(s) and Title of Member of Firm or Office of Corporation authorized to enter into a binding Contract:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address (if different from above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip E. Waterman</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For further details on this proposal, please contact:

Name: Philip E. Waterman

Email Address: pwaterman@southerncontracting.com

Address: 559 N. Twin Oaks Valley Rd, San Marcos, CA 92069

Telephone: (760) 744-0760

C3-1

00024 Proposal (7 day)
<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE/DESCRIPTION OF WORK</th>
<th>VALUE OF WORK PERFORMED</th>
<th>LOCATION OF WORK (CITY)</th>
<th>ENGINEER / CONTACT PERSON Address &amp; phone #</th>
<th>OWNER / CONTACT PERSON Address &amp; phone #</th>
</tr>
</thead>
</table>
| 2018 | Max Field Pump Station  
Build a new pump station for the bathrooms in the park. | $113,803.00 | Chula Vista, CA | City of Chula Vista  
Patrick Moneda  
276 Fourth Avenue  
Chula Vista, CA 91910  
(619) 397-6119 | City of Chula Vista  
Mike Schedine  
276 Fourth Avenue  
Chula Vista, CA 91910  
(619) 397-6119 |
| 2017 | Buena Vista, Buena Creek and Raceway Pump Station  
Repair wet well and sluice gates, replace obsolete VFD and PLC's.  
Install new raw sewage grinders. | $973,967.72 | Vista, CA | Carollo Engineers, Inc.  
Troy Hedlund  
5075 Shoreham Place Suite 120  
San Diego, CA 92122  
(858) 505-1020 | City of Vista  
Alfred Pedroza  
200 Civic Center Dr  
Vista, CA 92084  
(760) 643-5409 |
| 2018 | Senga Doherty Pump Station  
Furnish Sodium Hypo Chlorite Sys.  
Construct Chem Storage Facility  
Relocate underground conduit and new Distribution MCC's. | $747,340.65 | Murrieta, CA | Krieger and Stewart  
William G. Huffman  
3602 University Avenue  
Riverside, CA 92501  
(951) 684-6900 | Rancho CA Water Dist.  
Rhonda Barkery  
42135 Winchester Road  
Temecula, CA 92589  
(951) 296-6900 |
| 2018 | CRA Pumping Plants Seismic Retrofit 6.9kV Switch Houses  
Seismic upgrades to various structures in and around the main breaker cubicle structures. | $2,598,561.63 | Riverside/ San Bernardino, CA | MWD of So. CA  
Paul Romero  
700 N. Alameda Street  
Los Angeles, CA 90012  
(760) 305-6675 | MWD of So. CA  
Paul Romero  
700 N. Alameda Street  
Los Angeles, CA 90012  
(760) 305-6675 |
| 2019 | A2 Lift Station Rehabilitation  
Existing Sewage Pump Station.  
Upgrade existing control system, lighting, power distribution, pumps, VFD's, MCC's and temp power | $388,053.00 | Lake Elsinore, CA | Water Works Engineers  
Felix Yao, P.E.  
1515 W. 190th Street Suite 428  
Gardena, CA 90248  
(424) 320-3485 | Elsinore Valley MWD  
Jim Turrel  
31315 Chaney Street  
Lake Elsinore, CA 92530  
(951) 396-4980 |
LIST OF DESIGNATED SUBCONTRACTORS

SPEC #: 1349S-Rebid

PROJECT TITLE: Pala Ls Electrical Equipment Upgrade

NAME OF CONTRACTOR: Southern Contracting Company

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth: the name, location of the place of business, license number, portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. Each portion of Subcontracted work noted in the below table must be specific and contain all major activities associated with completion of the project, outside of the services provided by the bidding Contractor. Ambiguous and/or incomplete Subcontracted work information may deem the bid nonresponsive. Each subcontractor shall possess, both at the time the bid is submitted and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed.

**BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:**
Company Name, Business Address, Email Address, License No., Contractor Registration No., Subcontract Work, and % Of Total Bid

*PLEASE WRITE LEGIBLY*

<table>
<thead>
<tr>
<th>LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, &amp; EMAIL ADDRESS</th>
<th>LICENSE #</th>
<th>SUBCONTRACT WORK (Be Specific)</th>
<th>% OF TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name:</strong> Anderson Air Conditioning, L.P.</td>
<td>License #: 894408</td>
<td>HVAC</td>
<td>3.5</td>
</tr>
<tr>
<td><strong>Address:</strong> 2100 E. Walnut Avenue Fullerton, CA 92831</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:bkling@amsfusa.com">bkling@amsfusa.com</a></td>
<td>DIR Registration #: 1000008344</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> S.S. Mechanical Construction</td>
<td>License #: 1027264</td>
<td>Structural Concrete</td>
<td>5</td>
</tr>
<tr>
<td><strong>Address:</strong> 26561 Jacinto Drive Mission Viejo, CA 92692</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:john@ssmechanical.com">john@ssmechanical.com</a></td>
<td>DIR Registration #: 1000049566</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, &amp; EMAIL ADDRESS</td>
<td>LICENSE #</td>
<td>SUBCONTRACT WORK (Be Specific)</td>
<td>% OF TOTAL BID</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
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</tr>
<tr>
<td>Company Name:</td>
<td>License #:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td>DIR Registration #:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Name:</td>
<td>License #:</td>
<td></td>
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<td>Address:</td>
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<td>Email Address:</td>
<td>DIR Registration #:</td>
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<td>Address:</td>
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<tr>
<td>Email Address:</td>
<td>DIR Registration #:</td>
<td></td>
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</tr>
</tbody>
</table>

(Do not list alternative subcontractors for the same work) (Use additional pages if needed)
CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of contractors. The representations made herein and in the proposal documents are made under penalty of perjury. The undersigned is hereby representing that he is properly licensed both at the time that he submits a bid as well as at the time the contract is awarded, if the contract is awarded to the undersigned.

CONTRACTOR'S CLASSIFICATION

A, C-10

LICENSE NUMBER 222252 TYPE Corpation EXPIRATION DATE 12/31/2020

<table>
<thead>
<tr>
<th>A. INDIVIDUAL CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF INDIVIDUAL CONTRACTOR:</td>
</tr>
<tr>
<td>BUSINESS ADDRESS:</td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
</tr>
<tr>
<td>SIGNATURE OF OWNER:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. FIRM OR PARTNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF FIRM OR PARTNERSHIP:</td>
</tr>
<tr>
<td>BUSINESS ADDRESS:</td>
</tr>
<tr>
<td>PHONE:</td>
</tr>
<tr>
<td>SIGNATURE(S) &amp; TITLE OF MEMBERS SIGNING ON BEHALF OF THE PARTNERSHIP:</td>
</tr>
<tr>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>SIGNATURE:</td>
</tr>
<tr>
<td>SIGNATURE:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF CORPORATION: Southern Contracting Company</td>
</tr>
<tr>
<td>BUSINESS ADDRESS: 559 N. Twin Oaks Valley Road, San Marcos, CA 92069</td>
</tr>
<tr>
<td>PHONE NUMBER: (760) 744-0760</td>
</tr>
<tr>
<td>SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:</td>
</tr>
<tr>
<td>SIGNATURE: [Signature]</td>
</tr>
</tbody>
</table>
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ___________________________ of ____________________________,

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _______[date], at _______city], _______state]

Signed: ____________________________

Name: ____________________________

(Print Name Here)

C7-1  00032 Non-Collusion Declaration
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars ($1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran.

MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS $1,000,000 OR MORE

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a public entity contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending $20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Pub. Cont. Code § 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southern Contracting Company</td>
<td>95-2277179</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By (Authorized Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
<th>Date Executed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip E. Waterman, President</td>
<td>12/19/19</td>
</tr>
</tbody>
</table>
**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Date Executed</td>
</tr>
</tbody>
</table>
Cal/OSHA Form 300A (Rev. 7/2007)
Summary of Work-Related Injuries and Illnesses

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/OSHA Form 300 in its entirety. They also have limited access to the Cal/OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/OSHA's recordkeeping rules, for further details on the access provisions for these forms.

### Number of Cases

<table>
<thead>
<tr>
<th>Total number of deaths</th>
<th>Total number of cases with days away from work</th>
<th>Total number of cases with job transfer or restriction</th>
<th>Total number of other recordable cases</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(G)</td>
<td>(H)</td>
<td>(J)</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
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</tbody>
</table>

### Number of Days

<table>
<thead>
<tr>
<th>Total number of days away from work</th>
<th>Total number of days of job transfer or restriction</th>
</tr>
</thead>
<tbody>
<tr>
<td>(K)</td>
<td>(L)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>(M)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of...</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1) Injuries</td>
</tr>
<tr>
<td></td>
<td>(2) Skin Disorders</td>
</tr>
<tr>
<td></td>
<td>(3) Respiratory Conditions</td>
</tr>
<tr>
<td></td>
<td>(4) Poisonings</td>
</tr>
<tr>
<td></td>
<td>(5) Hearing loss</td>
</tr>
<tr>
<td></td>
<td>(6) All other illnesses</td>
</tr>
</tbody>
</table>

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Year: 2019

### Facility Information

Establishment name: **Southern Contracting Company**

Street: 559 N. Twin Oaks Valley Rd.

City: San Marcos  

State: CA  

ZIP: 92089

Industry description: **Electrical Contractor**

Standard industrial Classification (SIC): 1731

If known (e.g., SIC 3715)

Employment Information

(If you don't have these figures, use the optional Worksheet to estimate)

Annual average number of employees: 180

Total hours worked by all employees last year: 351,080

Sign here

Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

**Signature**

**Date**

**Phone**

**Company name**

**City**

**State**  

**ZIP**

**Fax**  

**Email**
C-17 Contractor’s Cal/OSHA Compliance History and SIC Code

THIS DOCUMENT IS TO BE SUBMITTED WITH THE PROPOSAL Packages AT TIME OF BID

<table>
<thead>
<tr>
<th>Bid Date:</th>
<th>12/19/19</th>
<th>Contractor's Standard Industry Code:</th>
<th>238210</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specification No.</td>
<td></td>
<td>Project Name:</td>
<td>Pala LS Electrical Equipment Upgrade</td>
</tr>
<tr>
<td>Contractor name:</td>
<td>Southern Contracting Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Address:</td>
<td>559 N. Twin Oaks Valley Rd, San Marcos, CA 92069</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor License No.</td>
<td>222252</td>
<td>Phone No:</td>
<td>(760) 744-0760</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Philip E. Waterman</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please answer the following questions:

1. Has the Contractor been cited by Cal/OSHA or any regulatory agency for a violation related to safety or environmental issues within the past seven (7) years? No ☐ Yes ☒

   If yes, please attach all documentation specific to each violation and what actions have been taken to ensure that there is not a repeat violation.

2. Has the Contractor had a fatality or serious incident per Cal/OSHA on a jobsite within the past ten (10) years? No ☒ Yes ☐

   If yes, please attach all documentation specific to each violation and what actions have been taken to ensure that there is not a repeat violation.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor’s Representative
signature: [Signature] Date: 12/19/19

Failure to fully divulge, complete and submit this form “may” deem your bid non-responsive

FOR EMWD USE ONLY: Field Engineering to forward to Risk Management for review

| Approved: | No ☐ Yes ☐ |
| Reviewed by Risk Management (signature required) | Date: |
| Return to (Field Eng.CAR) | By: |

cc: Construction Administrator
File: C-17 Contractor’s Compliance History

C17-2 00052 CalOsha Compliance History & SIC Code
Southern Contracting Received a Safety Violation from Cal OSHA.

The citation is currently on appeal and has been fully abated. Date of Incident: 08/01/2018. Description: Mini excavator struck an employee working inside a conduit trench. No loss of life, limb or consciousness.

OSHA Standard:

T8 CCR 1592(c): (e) Hauling or earth moving operations shall be controlled in such a manner as to ensure that equipment or vehicle operators know of the presence of rootpickers, spotters, lab technicians, surveyors, or other workers on foot in the areas of their operations.

Prior to and during the course of the inspection, the employer fail to ensure that earth moving operations were controlled in such a manner as to ensure that equipment or vehicle operators know of the presence of rootpickers, spotters, lab technicians, surveyors, or other workers on foot in the areas of their operations. As a result, on or about, August 1, 2018, an employee who was working on foot in the area of operation of a mini hydraulic excavator was struck and crushed when the operator failed to know of his presence.

Philip E. Waterman
President
PUBLIC WORKS CONTRACTOR REGISTRATION

(Pursuant to SB 854)

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Section 1771.1 of the Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless currently registered to perform public work pursuant to Section 1725.5 of the Labor Code. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contactor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

BIDDERS AND THEIR SUBCONTRACTORS (listed on the Designation of Subcontractors List C-05) are to provide an extract (pdf or excel) at time of bid showing active registration from the Public Works Contractor Registration online registration at https://cadir.secure.force.com/ContractorSearch

***************************************************************************************

SUBMIT BIDDER & SUBCONTRACTORS CONTRACTOR REGISTRATION EXTRACTS WITH BID PROPOSAL (Either pdf or Excel Format)

***************************************************************************************
Contractor Information
Legal Entity Name: SOUTHERN CONTRACTING COMPANY
Corporation: Active
15000062172
07/01/19
06/30/22
559 N. TWN OAKS VALLEY RD SAN MARCOS 92069 CA United States of America
559 N. TWN OAKS VALLEY RD. SAN MARCOS 92069 CA United States of America
dcveland@southerncontracting.com
License Number(s): CSLB 222252

Legal Entity Information
Corporation Entity Number: CA570290
Federal Employment Identification Number: 952277179
President Name: PHILIP WATERMAN
Vice President Name: RICHARD MCBRIDE
Treasurer Name: TIMOTHY MCBRIDE
Secretary Name: DARLENE MCBRIDE
CEO Name: TIMOTHY MCBRIDE

Agency for Service:
Agent of Service Name: TIMOTHY MCBRIDE
Agent of Service Mailing Address: 2616 SUNSET HILLS ESCONDIDO 92025 CA United States of America

Worker's Compensation
Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:
PEO: SOUTHERN CONTRACTING COMPANY
PEO Information Name: THE HARTFORD
Policy Holder Name: 72WEA32313
Insurance Carrier:
Policy Number:
Inception Date:
Expiration Date:

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Who we are (https://www.dir.ca.gov/aboutdir.html)
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Required Notifications (https://www.dir.ca.gov/dosh/Required-Notifications.html)
Public Records Requests (https://www.dir.ca.gov/prarequest.html)
Learn More
Accesso al idioma (http://www.dir.ca.gov//Bilingual-Services-Act/default.html)
Frequently Asked Questions (https://www.dir.ca.gov/faqstat.html)
Site Map (https://www.dir.ca.gov/sitemap/sitemap.html)
Contractor Information
Legal Entity Name: ANDERSON AIR CONDITIONING, L.P.
LLP
1000008344
07/01/19
06/30/21
2100 E WALNUT AVE. FULLERTON 92831 CA United States of America
2100 E WALNUT AVE. FULLERTON 92831 CA United States of America
jenna@amsusa.com
HVAC
License Number (s): CSLB 894468

Legal Entity Information
Corporation Entity Number: 200619900005
Federal Employment Identification Number: 200072105
Partner name(s):
Partner Legal Name: AMS AMERICA, INC.
Partner Legal Entity Type: LLP/LLP
Agent for service:
Agent of Service Name: Mitch Haynam
Agent of Service Mailing Address: 2100 E. Walnut Ave. Fullerton 92831 CA United States of America

Worker's Compensation
Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker’s compensation insurance information below:
PEO Information Name: ANDERSON AIR CONDITIONING, L.P.
Policy Holder Name: OLD REPUBLIC INSURANCE COMPANY
Insurance Carrier: MWCS12170
Policy Number: 03/01/114
Inception Date: 03/01/10
Expiration Date: 03/01/20

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Work with Us
Jobs at DIR (https://www.dir.ca.gov/dirjobs/dirjobs.htm)
Licensing, registrations, certifications & permits (https://www.dir.ca.gov/permits-licenses-certifications.html)
Required Notifications (https://www.dir.ca.gov/dost/Required-Notifications.html)
Public Records Requests (https://www.dir.ca.gov/ppra_request.html)
Learn More
Acceso al idioma (http://www.dir.ca.gov/Bilingual-Services-Act/default.html)
Frequently Asked Questions (https://www.dir.ca.gov/faqalist.html)
Contractor Information

Legal Entity Name: SS MECHANICAL CONSTRUCTION CORP
Corporation: 10000-9566
Active: 07/01/15
06/30/20
26561 JACINTO DRIVE MISSION VIEJO 92692 CA United States of America
john@ssmechanical.com
License Number(s): CSLB 1027264

Legal Entity Information

Corporation Entity Number: 3997295
Federal Employment Identification Number: 821497012
President Name: JOHN WHELAN
Vice President Name:
Treasurer Name: JAVIER LOPEZ
Secretary Name: CHRISTOPHER POWERS
CEO Name:

Agency for Service:
Agent of Service Name: JOHN WHELAN
Agent of Service Mailing Address: 26561 JACINTO DRIVE MISSION VIEJO 92692 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:
PEO Information:
PEO: SS MECHANICAL CONSTRUCTION CORP
PEO Information Name:
Phone:
Email:

Insured by Carrier:
Policy Holder Name:
Insurance Carrier: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Policy Number:
Inception date: 06/20/17
Expiration Date: 06/20/19

About DIR
Who we are (https://www.dir.ca.gov/aboutdir.html)
DIR Divisions, Boards & Commissions (https://www.dir.ca.gov/divisions_and_programs.htm)
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Work with Us
Jobs at DIR (https://www.dir.ca.gov/dirdjobs/dirdjobs.htm)
Licensing, registrations, certifications & permits (https://www.dir.ca.gov/permits-licenses-certifications.html)
Required Notifications (https://www.dir.ca.gov/dosh/Required-Notifications.html)
Public Records Requests (https://www.dir.ca.gov/pra_request.htm)
Learn More
Acceso al Idioma (http://www.dir.ca.gov/Bilingual-Services-Act/default.html)
Frequently Asked Questions (https://www.dir.ca.gov/faqalist.html)
Site Map (https://www.dir.ca.gov/sitemap/sitemap.html)
PROOF OF INSURANCE CERTIFICATE

The Contractor and his subcontractors shall take out and maintain insurance, with coverage acceptable to the District, at his sole cost and expense at all times during the life of the Contract, including the entire time of the Contractor's guarantee.

Note: An Aggregate limit (cap), Professional Employer Organization (PEO), or Self Insurance Plan is not acceptable.

Contractor to insert sample Insurance Certificate showing proof of acceptable Insurance
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 12/17/2019

**Producer:** Sullivan Curtis Monroe Insurance Services (COR)  
1920 Main Street  
Suite 600  
Irvine, CA 92614

**Insured:** Southern Contracting Company  
PO. Box 445  
San Marcos CA 92079

**Contact:**  
**Name:**  
**Phone:** 949-250-7172  
**Fax:** 949-852-9762  
**Address:**

**Insurer (s) Affording Coverage:**  
A: Hartford Fire Insurance Company  
NAIC #: 19682

B: Hartford Casualty Insurance Company  
29424

C: Sentinel Insurance Company Ltd  
11000

D: Travelers Property Casualty Co of Amer  
25674

E: Tokio Marine Specialty Insurance Company  
23850

**Certification Number:** S2959895

**Revisions:**

**Coverage:**

<table>
<thead>
<tr>
<th>Policy Type</th>
<th>Limits</th>
</tr>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000, $1,000,000</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Pollution Liability</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:** (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

- For Bid Purpose

Eastern Municipal Water District is named as Additional insured per endorsements attached. Waiver of subrogation in favor of certificate holder applies.

**Certificate Holder:**  
**Re: For Bid Purpose:**  
**Eastern Municipal Water District**  
**Attn:** Field Engineering Department  
**P.O. Box 8300**  
**Perris CA 92372-8300**

**Cancellation:**  
**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:**  
Tien Le

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### ADDITIONAL REMARKS SCHEDULE

**AGENCY**
Sullivan Curtis Monroe Insurance Services (COR)

**NAMED INSURED**
Southern Contracting Company
P.O. Box 445
San Marcos CA 92070

**CARRIER**

**NAIC CODE**

**EFFECTIVE DATE:**

---

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** Eastern Municipal Water District Attn: Field Engineering Department

**ADDRESS:** P.O. Box 8300 Perris CA 92572-8300

<table>
<thead>
<tr>
<th>Carrier: Hartford Fire Insurance Company (NAIC #19682) A.M. Best: A+, XV (Admitted) Policy #: 72UXMT01797 Effective: 10/1/2019 to 10/1/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONTRACTOR'S EQUIPMENT:</strong></td>
</tr>
<tr>
<td>Leased/Rented Equipment Limit - $2,000,000 (Max. $750,000 Per Item)</td>
</tr>
<tr>
<td>Scheduled Equipment Limit - $2,081,360</td>
</tr>
<tr>
<td>Deductible - $1,000 All other perils</td>
</tr>
<tr>
<td>Deductible - $5,000 for Theft</td>
</tr>
<tr>
<td>Deductible - Greater of 2% or $5,000 for Cranes</td>
</tr>
<tr>
<td>Deductible - 5 Day Wait Period for Rental Expense</td>
</tr>
<tr>
<td><strong>INSTALLATION:</strong></td>
</tr>
<tr>
<td>Maximum Limit - $2,500,000</td>
</tr>
<tr>
<td>Property in Transit Limit - $750,000</td>
</tr>
<tr>
<td>Property at Temporary Storage Limit - $750,000</td>
</tr>
<tr>
<td>Deductible - $2,500</td>
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</tbody>
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<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td><strong>BUILDERS RISK:</strong></td>
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<tr>
<td>Hard Costs Maximum Limit - $1,500,000</td>
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<tr>
<td>Soft Costs Maximum Limit - $150,000</td>
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<tr>
<td>Property at Temporary Storage - $100,000</td>
</tr>
<tr>
<td>Property in Transit - $100,000</td>
</tr>
<tr>
<td>Flood - $1,000,000 (Flood Zone X/C Only)</td>
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<tr>
<td>Deductible - $2,500 Hard Costs</td>
</tr>
<tr>
<td>Deductible - 72 Hour Wait Soft Costs</td>
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<tr>
<td>Deductible - $25,000 Flood</td>
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</tbody>
</table>

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<table>
<thead>
<tr>
<th>A.M. BEST RATING:</th>
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</thead>
<tbody>
<tr>
<td>Hartford Fire Insurance Company: A+, XV (Admitted)</td>
</tr>
<tr>
<td>Hartford Casualty Insurance Company: A+, XV (Admitted)</td>
</tr>
<tr>
<td>Sentinel Insurance Company: A+, XV (Admitted)</td>
</tr>
<tr>
<td>Travelers Property Casualty Company of America: A++, XV (Admitted)</td>
</tr>
<tr>
<td>Tokio Marine Specialty Insurance Company: A++, XV (Non-Admitted)</td>
</tr>
</tbody>
</table>
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I - COVERAGE

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

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

(2) The "bodily injury" or "property damage" occurs during the policy period; and

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

HG 00 01 09 16

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(Includes copyrighted material of Insurance Services Office, Inc. with its permission.)
(1) Professional health care services such as:
   (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
   (b) Any health or therapeutic service, treatment, advice or instruction; or
   (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:
   (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
   (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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

This exclusion applies even if the claims against any insured arise because or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution  

(1) "Bodily injury" or "property damage"  
resulting from the escape, discharge, dispersal, seepage,  
migration, release or escape of  
"pollutants":  
(a) At or from any premises, site or  
location which is or was at any time  
owned or occupied by, or rented or  
leased to, any insured. However, this  
subparagraph does not apply to:  
(i) "Bodily injury" or "property damage"  
resulting from the intentional  
discharge, dispersal or release of  
the fuels, lubricants or other operating fluids  
which are needed to perform the  
normal electrical, hydraulic or  
mechanical functions necessary for  
the operation of "mobile equipment"  
or its parts, if such fuels, lubricants  
or other operating fluids escape  
from a vehicle part designed to  
hold, store or receive them. This  
exclusion does not apply if the  
bodily injury or property damage  
results from the intentional  
discharge, dispersal or release of  
the fuels, lubricants or other  
operating fluids, if such fuels,  
lubricants or other operating fluids  
are brought on or to the premises,  
site or location with the intent that  
they be discharged, dispersed or  
released as part of the activities  
being performed by such insured,  
contractor or subcontractor; or  
(ii) "Bodily injury" or "property damage"  
sustained within a building and  
caused by the release of gases,  
fumes or vapors from materials  
brought into that building in  
connection with operations being  
performed by you or on your behalf  
by a contractor or subcontractor;  
(iii) "Bodily injury" or "property damage"  
resulting from an "hostile fire";  
(b) At or from any premises, site or  
location which is or was at any time  
used by or for any insured or others  
for the handling, storage, disposal,  
processing or treatment of waste;  
(c) Which are or were at any time  
transported, handled, stored, treated,  
disposed of, or processed as waste by  
or for:  
(i) Any insured; or  
(ii) Any person or organization for  
whom you may be legally  
responsible;  
(d) At or from any premises, site or  
location on which any insured or any  
contractors or subcontractors working  
directly or indirectly on any insured's  
behalf are performing operations if the  
"pollutants" are brought on or to the  
premises, site or location in connection  
with such operations by such insured,  
contractor or subcontractor. However,  
this subparagraph does not apply to:  
(i) "Bodily injury" or "property damage"  
resulting from the intentional  
discharge, dispersal or release of  
the fuels, lubricants or other operating fluids  
which are needed to perform the  
normal electrical, hydraulic or  
mechanical functions necessary for  
the operation of "mobile equipment"  
or its parts, if such fuels, lubricants  
or other operating fluids escape  
from a vehicle part designed to  
hold, store or receive them. This  
exclusion does not apply if the  
bodily injury or property damage  
results from the intentional  
discharge, dispersal or release of  
the fuels, lubricants or other  
operating fluids, if such fuels,  
lubricants or other operating fluids  
are brought on or to the premises,  
site or location with the intent that  
they be discharged, dispersed or  
released as part of the activities  
being performed by such insured,  
contractor or subcontractor; or  
(ii) "Bodily injury" or "property damage"  
sustained within a building and  
caused by the release of gases,  
fumes or vapors from materials  
brought into that building in  
connection with operations being  
performed by you or on your behalf  
by a contractor or subcontractor; or  
(iii) "Bodily injury" or "property damage"  
resulting from an "hostile fire"; or  
(e) At or from any premises, site or  
location on which any insured or any  
contractors or subcontractors working  
directly or indirectly on any insured's  
behalf are performing operations if the
operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

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

This exclusion does not apply to:
(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is:
(a) Less than 51 feet long; and
(b) Not being used to carry persons for a charge;
(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

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

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a pilot crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment
"Bodily injury" or "property damage" arising out of:
(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunt activity.

i. War
"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:
(1) War, including undeclared or civil war;
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property
"Property damage" to:
(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,
enhancement, restoration or maintenance of such property for any reason, including
prevention of injury to a person or damage to another’s property;
(2) Premises you sell, give away or abandon, if the “property damage” arises out of any
part of those premises;
(3) Properly loaned to you;
(4) Personal property in the care, custody or
care, custody or
control of the insured;
(5) That particular part of real property on
which you or any contractors or
subcontractors
working directly or indirectly on your behalf
are performing operations, if the “property
damage” arises out of those operations;
(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
costs due to) to premises, including the
contents of such premises, rented to you for a
period of seven or fewer consecutive days. A
separate limit of insurance applies to Damage
To Premises Rented To You as described in
Section III - Limits Of Insurance.
Paragraph (2) of this exclusion does not apply if
the premises are “your work” and were
never occupied, rented or held for rental by
you.
Paragraphs (3) and (4) of this exclusion do
not apply to “property damage” arising from
the use of elevators.
Paragraphs (3), (4), (5) and (6) of this
exclusion do not apply to liability assumed
under a subcontract agreement.
Paragraphs (3) and (4) of this exclusion do
not apply to “property damage” to borrowed
equipment while not being used to perform
operations at the job site.
Paragraph (5) of this exclusion does not apply to
“property damage” included in the
“products-completed operations hazard”.

m. Damage To Impaired Property Or Property
Not Physically Injured
“Property damage” to “impaired property” or
property that has not been physically injured,
resulting from:
(1) A defect, deficiency, inadequacy or
dangerous condition in “your product” or
“your work”;
(2) A delay or failure by you or anyone acting
on your behalf to perform a contract or
agreement in accordance with its terms.
This exclusion does not apply to the loss of
use of other property arising out of sudden
and accidental physical injury to “your
product” or “your work” after it has been put
to its intended use.

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

o. Personal And Advertising Injury
“Bodily injury” arising out of “personal and
advertising injury”
p. Access or Disclosure Of Confidential Or
Personal Information And Data-related
Liability
Damages arising out of:
(1) Any access to or disclosure of any
person’s or organization’s confidential or
personal information, including patents,
trade secrets, processing methods,
customer lists, financial information, credit
information, health information or any
other type of nonpublic information, or
(2) The loss of, loss of use of, damage to,
corruption of, inability to access, or
liability to manipulate electronic data.
This exclusion applies even if damages are
claimed for notification costs, credit
monitoring expenses, forensic expenses,
public relations expenses or any other loss,
cost or expense incurred by you or others
arising out of that which is described in
Paragraph (1) or (2) above.
However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily Injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, decontaminating or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

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

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend and when we have used up the applicable limit of insurance in the payment of judgments or
settlements under Coverages A or B or medical expenses under Coverage C.

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:
   (a) Copyright;
   (b) Slogan; or
   (c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

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

i. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

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

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

o. War

"Personal and advertising injury", however caused, arising directly or indirectly out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site, or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

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

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.
This exclusion applies:

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

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".
(2) Any damages, judgments, settlements, loss, costs or expenses that:
   (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
   (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard";
   (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard";

w. Access Or Disclosure Of Confidential Or Personal Information

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

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

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured
   (1) To any insured, except "volunteer workers".

b. Hired Person
   (1) To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises
   (1) To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws
   (1) To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities
   (1) To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
f. Products-Completed Operations Hazard
   included within the "products-completed operations hazard".

g. Coverage A Exclusions
   Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGE A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amount within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

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

      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of the indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section 1 - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
   a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
   b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.
SECTION II - WHO IS AN INSURED

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

2. Each of the following is also an insured:
   a. Employees And Volunteer Workers
      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
      However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that "employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      If you are not in the business of providing professional health care services:
         (a) Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
         (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by,
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
                  you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

   c. Temporary Custodians Of Your Property
      Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.

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

   e. Unnamed Subsidiary
      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.
The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for the termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

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

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

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a "co-employee" of the person operating the watercraft;

b. "Property damage" to properly owned by, rented to, in the charge of, or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement. However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

ea. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor’s business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

1) The insurance afforded the vendor is subject to the following additional exclusions:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessees Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment, but only with respect to their 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).

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

c. Lessees Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, 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:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, 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; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured arise out of or otherwise wrongdoings in the supervision, hiring, employment, training or monitoring of others by the 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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, 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:

(1) In the performance of your ongoing operations;
(2) In connection with your premises owned by or rented to you, or
(3) In connection with "your work" and included within the "products-completed operations hazard", but only if
(a) The written contract or agreement requires you to provide such coverage to such additional insured; and
(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
"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:
(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(2) 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 services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

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

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay
The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(a) Insureds;
(b) Claims made or "suits" brought; or
(c) Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit
The General Aggregate Limit is the most we will pay for the sum of:
(a) Medical expenses under Coverage C;
(b) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
(c) Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit
The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit
Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit
Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
(a) Damages under Coverage A; and
(b) Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit
Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.
In the case of damage by fire, lightning or explosion, the Damage to Premises Related To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit
Subject to 6. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or
b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

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

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

a. Notice Of Occurrence Or Offense
You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

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

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

(1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.

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

c. Assistance And Cooperation Of The Insured
You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost
No insured will, except as this insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;
(2) Any partner, if you or the additional insured is a partnership;
(3) Any manager, if you or the additional insured is a limited liability company;
(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
(5) Any trustee, if you or the additional insured is a trust; or
(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any other of the other insurance, whether primary, excess, contingent or on any other basis.

(1) Your Work

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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

(4) Aircraft, Auto or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion c. of Section I - Coverage A - Bodily Injury and Property Damage Liability;

(5) Property Damage to Borrowed Equipment or Use of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion e. of Section I - Coverage A - Bodily Injury and Property Damage Liability;

(6) When You Are Added As an Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As an Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you agree in a written contract or written agreement that this insurance is primary. If other insurance is also primary, we will share with all other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.
Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

6. Representations

a. When You Accept This Policy

   By accepting this policy, you agree:

   (1) The statements in the Declarations are accurate and complete;

   (2) Those statements are based upon representations you made to us; and

   (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

   If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

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

   a. As if each Named Insured were the only Named Insured, and

   b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

   a. Transfer Of Rights Of Recovery

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

   b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

      If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

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

SECTION V - DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
   (2) Television;
   (3) Billboard;
   (4) Magazine;
   (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.
However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;
   If such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damages to
Premises Rented To You Limit described in Section III - Limits of Insurance;

b. A sidetrack agreement;
c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
e. An elevator maintenance agreement;
f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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

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

14. "Loading or unloading" means the handling of property:
   (a) After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   (b) While it is in or on an aircraft, watercraft or "auto";
   (c) While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

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

(1) Equipment designed primarily for:
   (a) Snow removal;
   (b) Road maintenance, but not construction or resurfacing; or
   (c) Street cleaning;
(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

18. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies; committed by or on behalf of its owner, landlord or lessor;

(d) Oral, written or electronic publication, in any manner, of material that stirs up or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

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

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earlist of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

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

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

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

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials;

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

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

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

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-
20. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
   a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Volunteer worker" means a person who
   a. Is not your "employee";
   b. Donates his or her work;
   c. Acts at the direction of and within the scope of duties determined by you; and
   d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

23. "Your product":
   a. Means:
      (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
         (a) You;
         (b) Others trading under your name; or
         (c) A person or organization whose business or assets you have acquired; and
      (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
      (2) The providing of or failure to provide warnings or instructions.
   c. Does not include vending machines or other property rented to or located for the use of others but not sold.

24. "Your work":
   a. Means:
      (1) Work or operations performed by you or on your behalf, and
      (2) Materials, parts or equipment furnished in connection with such work or operations.
   b. Includes
      (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
      (2) The providing of or failure to provide warnings or instructions.
CONTRACTORS BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

1. Alienated Premises Coverage ........................................................................................................................ 1
2. Damage To Your Work ...................................................................................................................................... 1
3. That Particular Part .......................................................................................................................................... 1
4. Contractors Limited Professional Liability .................................................................................................... 2
5. Per Project and Per Location General Aggregate Limits Of Insurance ............................................................... 2
7. Injury To Employee's Reputation With Respect To Incidental Medical Malpractice ........................................ 3
8. Bodily Injury Employee Suits .......................................................................................................................... 4
9. Consolidated Insurance (Wrap-Up) Programs ..................................................................................................... 4
10. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability ...................... 5
11. Supplementary Payments .............................................................................................................................. 5
12. Two Or More Coverage Parts Or Policies Issued By Us ................................................................................... 6
13. Notice of Cancellation to Certificate Holders .................................................................................................. 6
14. Contractual Liability Coverage For Personal And Advertising Injury ............................................................. 6
15. Insured Contract Definition ............................................................................................................................ 6

1. ALIENATED PREMISES COVERAGE
   Exclusion J. Damage To Property of Section I - Coverage A is amended as follows:
   a. The following exception to the exclusion is deleted:
      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.
   b. This exception is replaced by the following:
      Paragraph (2) of this exclusion does not apply if the premises are "your work".

2. DAMAGE TO YOUR WORK
   A. Section I - Coverage A - Bodily Injury And Property Damage Liability, Paragraph 1. Insuring Agreement is amended to add the following:
   f. Damages because of "property damage" include damages the insured becomes legally obligated to pay because of "property damage" to "your work" or caused by "your work", and such "property damage" shall be deemed to be caused by an "occurrence", if not intended or expected from the standpoint of the insured, regardless of whether the "property damage" arises from breach of contract.

   B. Exclusion I. Damage To Your Work of Section I - Coverage A is replaced by the following:

   I. Damage to Your Work
      "Property damage" to that particular part of "your work" that must be restored, repaired or replaced because "your work" was incorrectly performed and included in the "products-completed operations hazard".

      This exclusion does not apply if the damaged work or the work performed incorrectly was performed on your behalf by a subcontractor.

      This Paragraph 2.B. does not apply if Exclusion I. Damage To Your Work has been otherwise modified by endorsement.

3. THAT PARTICULAR PART
   This Paragraph 3. applies to Exclusion J. Damage To Property, subparagraphs (5), and (6), Exclusion k. Damage To Your Product, and Exclusion l. Damage To Your Work.
When performing operations as a "general contractor", the term that particular part shall not mean the entire construction, improvement or renovation project. For purposes of this provision, the term "general contractor" means the contractor signing the prime construction contract for a construction, erection, improvement or renovation project and that has main responsibility for such project including hiring all of the subcontractors and suppliers.

4. CONTRACTORS LIMITED PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, and to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

(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 or inspection activities performed as a part of any related 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 failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

However, this exception to the exclusion will not apply if you are in the business or profession of providing the professional services described above independent from the construction work performed by you or on your behalf.

In the event this insurance applies to any injury, damage, loss, cost or expense covered by Professional Liability insurance issued by a company unaffiliated with us, then the insurance afforded under this Coverage Part is excess over such other valid and collectible Professional Liability insurance (including any deductible or self-insured retention portion thereof), and any other valid and collectible insurance available to the insured whether primary, excess, contingent or on any other basis.

5. PER PROJECT AND PER LOCATION GENERAL AGGREGATE LIMITS OF INSURANCE

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single "project" or a single "location":

1. A separate Per Project General Aggregate Limit or a separate Per Location General Aggregate Limit applies to each "project" or "location", whichever is applicable. The Per Project General Aggregate Limit and Per Location Aggregate Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Project General Aggregate Limit or the Per Location General Aggregate Limit, whichever applies, is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

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

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project" or the Per Location General Aggregate for that "location", whichever applies. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, the Per Project General Aggregate Limit for any other "project", or the Per Location General Aggregate Limit for any other "location".

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of
being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Project General Aggregate Limit if attributable only to ongoing operations at a single "project" or the Per Location General Aggregate Limit if attributable only to ongoing operations at a single "location."

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single "project" or a single "location."

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, or any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

D. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

E. For the purposes of Paragraph 5., the following definitions apply:
"Project" means a premises an insured does not own or rent and where such insured performs construction-related operations. Each "project" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway, railroad or like-of-way shall be considered a single "project."

1. If a "project" has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" shall be considered a single "project. "Project" does not include a premises that is a "location."

2. "Location" means a premises an insured owns or rents and where such insured performs business operations other than construction-related operations. Each "location" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "location." "Location" does not include a premises that is a "project."

This provision does not apply if the Per Project and the Per Location General Aggregate Limit has been otherwise modified by endorsement.

6. MEDICAL PAYMENTS COVERAGE - INCLUDING PRODUCTS-COMPLETED OPERATIONS

Paragraph 1.a. of the Insuring Agreement - Coverage C is replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent;

(3) Because of your operations; or

(4) Included within the definition of the "products-completed operations hazard."

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

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

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

7. INJURY TO EMPLOYEE'S REPUTATION WITH RESPECT TO INCIDENTAL MEDICAL MALPRACTICE

A. The following is added to Paragraph 1.e. of the Insuring Agreement - Coverage A:

(3) With respect to incidental medical malpractice, "bodily injury" includes damages claimed for injury to emotions or reputation of an "employee" arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic services.
B. The following exclusion is added to Coverage B - Personal and Advertising Injury:

"Personal and advertising injury arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic.

8. BODILY INJURY EMPLOYEE SUITS

A. "Bodily Injury" as listed in Paragraph 2.a.(1) of Section II - Who Is An Insured, does not apply to 2.a.(1)(a) through 2.a.(1)(e).


9. CONSOLIDATED INSURANCE (WRAP-UP) PROGRAMS

The following exclusion is added to Section I Coverage A:

This insurance does not apply to any "bodily injury" or "property damage" arising out of any "wrap project or premises" where an insured under this policy is or was also an insured under one or more commercial general liability (CGL) policies (including any umbrella or excess policies that include the commercial general liability policy(ies) as underlying insurance) included within a "consolidated insurance (wrap-up) program." This exclusion applies even if the limits of insurance for such "consolidated insurance (wrap-up) program" are exhausted or not collected for any reason, including bankruptcy or insolvency of the insurer providing coverage for the "consolidated insurance (wrap-up) program". This exclusion also applies if the CGL coverage afforded under the "consolidated insurance (wrap-up) program" is narrower in scope than the coverage provided by this policy.

This exclusion does not apply to:

A. Products-Completed Operations Hazard Exception

"Bodily injury" or "property damage" arising out of an insured's operations at or in connection with a "wrap project or premises" when such "bodily injury" or "property damage" commences after the products-completed operations hazard coverage or any completed operations extension coverage provided by the applicable "consolidated insurance (wrap-up) program" has ended or is no longer in effect.

B. Excluded Operations Exception

"Bodily injury" or "property damage" arising out of an insured's operations at or in connection with a "wrap project or premises" to the extent the applicable "consolidated insurance (wrap-up) program" does not apply to those operations.

C. Off-Site Location Exception

"Bodily injury" or "property damage" resulting from an insured's operations at or in connection with a "wrap project or premises" at a location to which the applicable "consolidated insurance (wrap-up) program" does not apply.

D. Repair Work And Punch List Work Exception

"Bodily injury" or "property damage" resulting from "repair work" or "punch list work" at a "wrap project or premises" but only when the applicable "consolidated insurance (wrap-up) program" does not apply or no longer applies to such "repair work" or "punch list work". This exception does not apply to the cost of performing such "repair work" or "punch list work", or to the "repair work" or "punch list work" itself.

E. Additional Insured Extension

"Bodily injury" or "property damage" for which you are solely an additional insured under the "consolidated insurance (wrap-up) program".

The coverage provided under Paragraphs 9.A through 9.E above is subject to all terms, conditions and exclusions of this policy.

For purposes of Paragraph 9, the following definitions apply:

"Consolidated insurance (wrap-up) program" means any agreement or arrangement, including any contractor-controlled, owner-controlled project-specific or similar insurance program under which one or more contractor(s) working on a specified project are insured under one or more commercial general liability (CGL) policies (including any umbrella or excess policies that include the commercial general liability policy(ies) as underlying insurance) issued by a specified carrier for injury or damage arising out of operations conducted in connection with or necessary or incidental to the project. "Wrap project or premises" means any premises or construction, erection, improvement or renovation project subject to a "consolidated insurance (wrap-up) program".

"Repair work" means service, maintenance, correction, repair, replacement work, or periodic inspection performed by an insured at or in connection with a "wrap project or premises", in order to replace or repair an insured's completed work.

"Punch list work" means work performed by an insured at or in connection with a "wrap project or premises" in order to complete the work called for in an insured's contract for the "wrap project or premises".
10. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY

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

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

Damages arising out of:

(1) Any access to or disclosure of any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above. However, unless Paragraph (1) above applies, this exclusion does not apply to liability for damages because of "bodily injury".

B. Exclusion w. of Section I - Coverage B - Personal and Advertising Injury is replaced by the following:

w. Access Or Disclosure Of Confidential Or Personal Information

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

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

C. The following Paragraph is added to Section III - Limits Of Insurance:

Subject to Paragraph 5. Each Occurrence Limit, the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is $100,000, unless modified by endorsement.

D. The following definition is added to Section V - Definitions:

"Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from; computer software, (including systems and applications software) hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

E. For the purposes of the coverage provided by this provision, the definition of "property damage" in Section V - Definitions is replaced by the following:

"Property damage" means:

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

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

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

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

11. SUPPLEMENTARY PAYMENTS

In the Supplementary Payments - Coverages A and B provision:

The limit for the cost of bail bonds is increased to $2,500.
12. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US

If this policy and any other policy issued to an insured by us or any affiliated company provides coverage that applies to the same claim or damages, the maximum applicable limit(s) of liability or limit of insurance under all the policies will not exceed the highest applicable limit of liability or limit of insurance under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically written to apply as excess insurance over this policy.

13. NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

14. CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

Exclusion e. of SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

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

1) That the insured would have in the absence of the contract or agreement; or

2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

a. Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

b. Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

15. INSURED CONTRACT DEFINITION

a. INSURED CONTRACT-CONSTRUCTION OPERATIONS AND MUNICIPAL WORK

Paragraph d. of the definition of "insured contract" in Section V - Definitions is deleted and replaced by the following:

An obligation, as required by ordinance, to indemnify a municipality.

b. CONTRACTUAL LIABILITY

Paragraph f. of the definition of "insured contract" is deleted and replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury", "property damage", or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or truss, tracks, roadbeds, tunnel, underpass or crossing.
However, Paragraph f. does not include that part of any contract or agreement:

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

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

(b) Giving directions or Instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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

All other terms and conditions in the policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72WEAZR3341  
Effective Date: 10/01/2019  
Endorsement Number:  
Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:  
Southern Contracting Company  
P.O. Box 445  
San Marcos CA 92079

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.</td>
<td>AS REQUIRED BY WRITTEN CONTRACT. ALL CALIFORNIA LOCATIONS.</td>
</tr>
</tbody>
</table>

Countersigned by  

Authorized Representative

Form WC 04 03 06  (1) Printed in U.S.A.  
Process Date:  
Policy Expiration Date: 10/01/2020
EASTERN MUNICIPAL WATER DISTRICT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

SOUTHERN CONTRACTING COMPANY

(Here insert full name and address or legal title of Contractor)

P.O. BOX 445, SAN MARCOS, CA 92079

as Principal, hereinafter called the Principal, and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

21688 GATEWAY CENTER DRIVE, DIAMOND BAR, CA 91765

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of CONNECTICUT

hereinafter called the Surety, are held and firmly bound unto Eastern Municipal Water District.

Obligee, hereinafter called the Obligee, in the sum of TEN PERCENT OF GREATER AMOUNT BID Dollars

(10% ), 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 has submitted a bid, dated DECEMBER 19 , 2019 , for

PALA LIFT STATION ELECTRICAL EQUIPMENT UPGRADE - SPECIFICATION NO. 1349S - REBID

(Here insert full name, address and description of Project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract

with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in

the bidding of 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 such Contract and give such bond or bonds, if the Principal shall pay to the

Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such

larger amount for which the Obligee may in good faith contract with another party to perform the Work covered

by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this Bond by Obligee and judgement is recovered, the Surety shall pay all costs

incurred by Obligee in such suits to be fixed by the court.

Signed and sealed this 18TH day of DECEMBER , 2019

CONTRACTOR AS PRINCIPAL

Company:

SOUTHERN CONTRACTING COMPANY

Signature: 

Name: PHILIP E. WATERMAN

Title: PRESIDENT

SURETY

Company:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Corporate Seal)

Signature: 

Name: JESSICA SCHMAL

Title: Attorney-in-Fact

This Bid Bond (BB-1) form shall be submitted to be considered a responsive bid

Notary Public Acknowledgment required for Surety and Contractor
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

On 12/18/2019 before me, SANDRA FIGUEROA, NOTARY PUBLIC,

personally appeared JESSICA SCHMAL

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ______________________________
Document Date: ______________________________ Number of Pages: __________

Signer(s) Other Than Named Above: ______________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: JESSICA SCHMAL
☐ Corporate Officer – Title(s): ______________________________
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ______________________________

Signer is Representing: ______________________________

Signer's Name: ______________________________
☐ Corporate Officer – Title(s): ______________________________
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ______________________________

Signer is Representing: ______________________________

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jessica Schmal of ESCONDIDO, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.

[Seal]

State of Connecticut
City of Hartford ss.

Robert L. Raney, Senior Vice President

By:

[Signature]

Anna P. Nowick, Notary Public

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes herein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescript to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, any Secretary or any Assistant Secretary, or (b) duly executed and sealed with the Company's seal by a Secretary or Assistant Secretary, or (c) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officials pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18TH day of DECEMBER, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3860.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On 12/18/2019 before me, Lynn R. Murison-Eroles
personally appeared Philip E. Waterman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bid Bond Document Date: 12/18/2019
Number of Pages: 1 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name: Philip E. Waterman
☑ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: Signer Is Representing:

Signer's Name:#
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: Signer Is Representing:

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