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: South West Pump & Drilling, Inc.

Address: 53-381 Highway 111, Coachella, CA 92236

Date: 04/02/2018

By: Curtis McCalla

(Print Name) (Name should appear below) (Signature of Owner or Officer required)

<table>
<thead>
<tr>
<th>Name(s) and Title of Member of Firm or Office of Corporation authorized to enter into a binding Contract:</th>
<th>Address (if different from above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curtis McCalla</td>
<td>President</td>
</tr>
<tr>
<td>Traci McCalla</td>
<td>Vice-President</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

For further details on this proposal, please contact:

<table>
<thead>
<tr>
<th>Name: Curtis McCalla</th>
<th>Address: 53-381 Highway 111, Coachella, CA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address: <a href="mailto:sales@swpdinc.com">sales@swpdinc.com</a></td>
<td>Telephone: (760) 398-3977</td>
</tr>
</tbody>
</table>
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1331W
WELL 205 DRILLING AND TESTING

BIDDING SHEETS

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).

BASIS OF AWARD: Additive Bid Item(s) Not Included in Total Bid Price.
Public Contract Code 20103.8(a) provides for basis of award as follows:

(a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

Public Contract Code 20103.8 does not preclude the District from adding to or deducting any of the additive or deductive items after the lowest responsible bidder has been determined.

Failure to provide a cost for the additive or deductive bid items may deem your bid non-responsive.
<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description (Unit Price Written in Words)</th>
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<th>Total Amount (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Approved Bonds, Insurance, and EN-29 Breakdown of Contract Price</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Sixty four thousand dollars</strong> (words)</td>
<td><strong>$ PRESET</strong></td>
<td><strong>$64,000</strong></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Mobilize/demobilize all personnel, drill rig, equipment to complete specified work. Operating supplies to the well site including construction of temporary site access, establishment of security fencing, temporary water storage tanks, temporary discharge piping and structures, and other conveyance lines, water source and other preparatory work</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>One Hundred Eighty Thousand Dollars</strong> and Zero Cents (words)</td>
<td><strong>$ Lump Sum</strong></td>
<td><strong>$180,000.00</strong></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td>Construct maintain and restore onsite temporary settling pond</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Thirty Thousand Dollars</strong> and Zero Cents (words)</td>
<td><strong>$ Lump Sum</strong></td>
<td><strong>$30,000.00</strong></td>
</tr>
<tr>
<td>Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description</td>
<td>Unit Price</td>
<td>Total Amount</td>
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</tr>
<tr>
<td>4</td>
<td>460</td>
<td>LF</td>
<td>Furnish and install temporary 24 feet minimum height noise control barrier walls for the price per linear foot of Five Dollars and Zero Cents</td>
<td>$5.00 Per LF</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>5</td>
<td>100</td>
<td>LF</td>
<td>Drill 48-inch minimum diameter surface casing/sanitary seal borehole, install 38-inch O.D. x 3/8-inch wall mild steel conductor casing, and install cement grout annular seal to a minimum depth of 100 ft bgs Nine Hundred Dollars and Zero Cents</td>
<td>$900.00 Per LF</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>6</td>
<td>1150</td>
<td>LF</td>
<td>Drill by reverse circulation methods a 17.5-inch minimum diameter bore hole from 100 ft to 1250 ft bgs Seventy Dollars and Zero Cents</td>
<td>$70.00 Per LF</td>
<td>$80,500.00</td>
</tr>
<tr>
<td>Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description</td>
<td>Unit Price (Figures)</td>
<td>Total Amount (Figures)</td>
</tr>
<tr>
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</tr>
<tr>
<td>7</td>
<td>1</td>
<td>LS</td>
<td>Perform Downhole Geophysical Surveys: Spontaneous Potential, Point, Long &amp; Short Normal Resistivity, Focused (Guard) Resistivity, Gamma-Ray, Sonic Velocity Variable Density, and gyroscopic borehole alignment surveys of pilot hole</td>
<td>$</td>
<td>Twenty Thousand Dollars and Zero Cents</td>
</tr>
<tr>
<td>8</td>
<td>3</td>
<td>ZN</td>
<td>At the option of the district perform isolated aquifer zone testing, groundwater sample collection and laboratory analysis by airlifting and submersible pumping methods</td>
<td>$</td>
<td>Twenty Thousand Dollars and Zero Cents</td>
</tr>
<tr>
<td>9</td>
<td>50</td>
<td>LF</td>
<td>Furnish and install (at the District’s option) a cement grout seal, in the lower portion (bottom) of the borehole as specified</td>
<td>$</td>
<td>Fifty Dollars and Zero Cents</td>
</tr>
<tr>
<td>Bid Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description</td>
<td>Unit Price (Figures)</td>
<td>Total Amount (Figures)</td>
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</tr>
<tr>
<td>10</td>
<td>1070</td>
<td>LF</td>
<td>Ream pilot borehole to 34-inch diameter from 100 ft to 1,170 ft bgs using reverse circulation methods</td>
<td>$100.00</td>
<td>$107,000.00</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>LS</td>
<td>Conduct a caliper and gyroscopic borehole alignment surveys</td>
<td>Lump Sum</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>12</td>
<td>617</td>
<td>LF</td>
<td>Furnish and install 20-inch I.D. by 3/8-inch wall High Strength Low Alloy steel blank well casing (including “Bull Nose” rounded end cap at bottom of well)</td>
<td>$210.00</td>
<td>$129,570.00</td>
</tr>
</tbody>
</table>
# EASTERN MUNICIPAL WATER DISTRICT
## SPECIFICATION NO. 1331W
## WELL 205 DRILLING AND TESTING

## BIDDING SHEETS

<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>13</td>
<td>525</td>
<td>LF</td>
<td>Furnish and install 20-inch I.D. by 3/8-inch wall Ful-flo louvered, High Strength Low Alloy steel well screen, 0.090-inch slot (or as specified)</td>
<td>$290.00</td>
<td>$152,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Two Hundred Ninety Dollars and Zero Cents (words)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>127</td>
<td>LF</td>
<td>Furnish and install 4-inch I.D. Schedule 40 mild steel gravel feed tube</td>
<td>$35.00</td>
<td>$4,445.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Thirty Five Dollars and Zero Cents (words)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>1768</td>
<td>LF</td>
<td>Furnish and install two (2) 3-inch I.D. Schedule 80 mild steel sounding tubes</td>
<td>$30.00</td>
<td>$53,040.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Thirty Dollars and Zero Cents (words)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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BS-6 00020 Bidding Sheets
<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>16</td>
<td>1</td>
<td>LS</td>
<td>Furnish and install 3-inch I.D. Schedule 40 mild steel air vent tube (2 feet depth)</td>
<td>Five Hundred Dollars</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and Zero Cents</td>
<td>$ Lump Sum $ 500.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>1</td>
<td>LS</td>
<td>Furnish and install (at the District’s option) 10-feet thick bentonite annular seal, at a depth to be specified</td>
<td>One Thousand Dollars</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and Zero Cents</td>
<td>$ Lump Sum $ 1000.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>1065</td>
<td>LF</td>
<td>Furnish and install TACNA (or District approved equal), 1/4 x 16 gradation (or as specified by District) filter pack envelope material (including 5-feet thick fine sand layer at top of filter pack) in casing borehole annulus from the total depth up to 105 ft bgs</td>
<td>Ninety Five Dollars</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and Zero Cents</td>
<td>$ 95.00 $ 101,175.00</td>
<td></td>
</tr>
</tbody>
</table>

Per LF
<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>100</td>
<td>LF</td>
<td>Furnish and install a cement grout upper annular seal, as specified from 105 ft to 5 ft bgs</td>
<td>$100.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>20</td>
<td>120</td>
<td>HR</td>
<td>Perform two stages of well development by mechanical procedures including swabbing and airlifting</td>
<td>$400.00</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>21</td>
<td>263</td>
<td>GAL</td>
<td>Provide 10% chlorine solution (at the District's option) for chemical development of the well</td>
<td>$10.00</td>
<td>$2,630.00</td>
</tr>
<tr>
<td>Bid Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description</td>
<td>Unit Price (Figures)</td>
<td>Total Amount (Figures)</td>
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<tr>
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<td>------------------------</td>
</tr>
<tr>
<td>22</td>
<td>26</td>
<td>GAL</td>
<td>Provide polymer dispersant (at the District's option) for chemical development of the well</td>
<td>$95.00 Per GAL</td>
<td>$2,470.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ninety Five Dollars and Zero Cents (words)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>1</td>
<td>LS</td>
<td>Mobilize, install, and demobilize pump, equipment, and appurtenances for pumping development and well testing (intake depth approximately 890 ft bgs)</td>
<td>Lump Sum $60,000.00</td>
<td>$60,000.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Sixty Thousand Dollars and Zero Cents (words)</td>
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<td></td>
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<tr>
<td>24</td>
<td>60</td>
<td>HR</td>
<td>Perform well development by pumping and surging as specified</td>
<td>$400.00 Per HR</td>
<td>$24,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Four Hundred Dollars and Zero Cents (words)</td>
<td></td>
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</tr>
</tbody>
</table>
## BIDDING SHEETS

<table>
<thead>
<tr>
<th>Bid Item</th>
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</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>1</td>
<td>LS</td>
<td>Re-mobilize equipment and crew to reset pump intake to an optional depth (approximately 1,030 ft bgs)</td>
<td>8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>26</td>
<td>12</td>
<td>HR</td>
<td>Perform step-drawdown test by pumping</td>
<td>400.00</td>
<td>4,800.00</td>
</tr>
<tr>
<td>27</td>
<td>48</td>
<td>HR</td>
<td>Perform minimum 48 hr constant-rate discharge test by pumping and provide 48 hr post-test recovery</td>
<td>400.00</td>
<td>19,200.00</td>
</tr>
<tr>
<td>Bid Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description (Unit Price Written in Words)</td>
<td>Unit Price (Figures)</td>
<td>Total Amount (Figures)</td>
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</tr>
<tr>
<td>28</td>
<td>1</td>
<td>LS</td>
<td>Conduct a flow-meter (spinner-log) survey</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Seven Thousand Dollars</td>
<td>$ Lump Sum $ 7,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and Zero Cents $                                                             (words)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>1</td>
<td>LS</td>
<td>Perform a color video camera survey</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Two Thousand Dollars</td>
<td>$ Lump Sum $ 2,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and Zero Cents $                                                             (words)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>1</td>
<td>LS</td>
<td>Conduct well alignment/deviation tests by gyroscopic methods</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Three Thousand Dollars</td>
<td>$ Lump Sum $ 3,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and Zero Cents $                                                             (words)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>1</td>
<td>LS</td>
<td>Complete final well disinfection</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Seven Thousand Dollars</td>
<td>$ Lump Sum $ 7,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and Zero Cents $                                                             (words)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## BIDDING SHEETS

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>1</td>
<td>LS</td>
<td><strong>ADDITION OR DEDUCTION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Zero Dollars and Zero Cents</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(words)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Circle one (If applicable):

- **Addition (+)**
- **Deduction (-)** $ 0.00

| TOTAL BID (Basis of award) | One Million Two Hundred Eighty Six Thousand Three Hundred Eighty Dollars and Zero Cents | $1,286,380.00 |

### Additive Bid Items

- **A1 24 HR** Standby time, as directed by the District
  - Three Hundred Fifty Dollars
    - and Zero Cents $350.00 $8,400.00 Per HR

- **A2 1220 LF** Destruction of borehole per (at the District's option)
  - Forty Dollars
    - and Zero Cents $40.00 $48,800.00 Per LF
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1331W
WELL 205 DRILLING AND TESTING

BIDDING SHEETS

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) [Not Applicable] (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 No. 1</th>
<th>03/22/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Clarification received:</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)

Brian Jeffers

(Name)

03/14/2018

(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>Mild Steel Conductor Casing conforming to ASTM A53, Grade B, without Copper</td>
<td>Roscoe Moss or District Approved Equal</td>
</tr>
<tr>
<td>Well Development Fluids</td>
<td>Baroid or District Approved Equal</td>
</tr>
<tr>
<td>Drilling Fluid Additives</td>
<td>Baroid or District Approved Equal</td>
</tr>
<tr>
<td>Well Screen (Ful Flo Louver)</td>
<td>Roscoe Moss or District approved equal</td>
</tr>
<tr>
<td>Rossum Centrifugal Sand Sampler</td>
<td>Roscoe Moss or District approved equal</td>
</tr>
<tr>
<td>Benseal – Bentonite Chips</td>
<td>Baroid or District approved equal</td>
</tr>
<tr>
<td>Filter Pack/Fine Sand</td>
<td>TACNA Sand and Gravel Or District Approved Equivalent</td>
</tr>
</tbody>
</table>
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1331W
Well 205 Drilling and Testing

BIDDER’S 3-YEAR EXPERIENCE RECORD &
RESUMES OF KEY PERSONNEL

All bidders must provide a detailed 3-year experience record showing successful completion, as a California Well Drilling Contractor (C-57), of at least (3) similar projects within the last 3 years as follows:

A. Contract Type – Public Works  
B. Well Type – Municipal Supply Water Well  
C. Drilling Method – Reverse Circulation Mud Rotary  
D. Casing Diameter – 16” and larger

Additionally, bidders must include resumes of key personnel proposed to work on this project when submitting your bid. This information will be critical in meeting requirements as a responsible bidder.

Failure to submit any of the above-mentioned information with your bid “may” deem your bid non-responsive
<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>
<tbody>
<tr>
<td>2015</td>
<td>Drill 20-Inch x 1,500-Foot Well</td>
<td>$2,397,367.00</td>
<td>San Jacinto</td>
<td>Eastern Municipal Water District John Daverin 2270 Trumble Road Perris, CA 92572 (951) 928-3777, 4584</td>
<td>Eastern Municipal Water District Gabe Necoccea 2270 Trumble Road Perris, CA 92572 (951) 928-3777, 4475</td>
</tr>
<tr>
<td>2016</td>
<td>Drill &amp; Equip 16-Inch x 1,300 Foot Well</td>
<td>$940,300.00</td>
<td>Cathedral City</td>
<td>Coachella Valley Water District Amer Hassouneh 75-525 Hovley Lane Palm Desert, CA 92260 (760) 398-2651</td>
<td>Coachella Valley Water District Amer Hassouneh 75-525 Hovley Lane Palm Desert, CA 92260 (760) 398-2651</td>
</tr>
<tr>
<td>2017</td>
<td>Drill 16-Inch x 525-Foot Well</td>
<td>$679,351.00</td>
<td>Corona</td>
<td>Geotechnical Consultants, Inc. Jim Thurber 23072 Lake Center Drive, Suite 212 Lake Forest, CA 92630 (949) 273-4750</td>
<td>City of Corona Vernon Weisman 400 S. Vicentia Avenue Corona, CA 92882 (951) 830-2395</td>
</tr>
<tr>
<td>2017</td>
<td>Drill 16-Inch x 340-Foot Well</td>
<td>$755,992.00</td>
<td>Hemet</td>
<td>Wood Rodgers, Inc. Russ Kyle 417 W, Allen Avenue, # 112 San Dimas, CA 91773 (909) 899-4472</td>
<td>City of Hemet Ron Proze 3777 Industrial Avenue Hemet, CA 92545 (951) 765-3710</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
RESUMES OF KEY PERSONNEL
(ATTACH HERE)

SEE ATTACHED
Southwest Pump & Drilling, Inc.
Personnel Experience

Curt McCalla, President 33 Years
   Life Long Involvement in the Family Drilling Business
   Point Loma Nazarene College
   Branch Manager for McCalla Brothers / Layne Western
   President / Owner South West Pump & Drilling, Inc.

Brian Jeffers, General Manager 34 Years
   Pump Installer for Layne Western - 10 Years
   Sales Engineer, Project Manager then
   Branch Manager for SWPD

Lew E. Piper, CPA, Chief Financial Officer 36 Years, 15 as CFO
   University of South Florida, St. Petersburg, Fl
   Bachelors in Business Administration

Keith Cross, Coachella Facility Production Manager 22 Years

Robert Huff, Test Pumper / Pump Installer 20 Years

Gary Nelson, Driller 38 Years
   Lead Driller – South West Pump & Drilling – 20 Years

Ernesto Rivas, Driller 30 Years
   Lead Driller – South West Pump & Drilling – 12 Years

Mike Butler, Driller 17 Years
   Lead Driller – 13 Years

Steve Huston, Driller 32 Years
   Lead Driller – 12 Years

Steve Dooley, Electrician 8 Years
   Lead Electrician – 3 Years

SUBJECT: Technical Qualifications of Personnel
Training for all key personnel revolve around numerous Years in the water well drilling industry. Aspects including: well construction, well design, well development, pump design and installation, well repairs and rehabilitation.

Certified Crane Operator
Certified Forklift and Backhoe Training
40 hours Hazardous Materials Training
Super Fund Training
Excavation and Confined Space Training
Chemical Rehabilitation Well Training
AGWA Certified Pump Installer
Class A Drivers License
Lock Out / Tag Out
CPR / First Aid
LIST OF DESIGNATED SUBCONTRACTORS

SPEC #:  
SPECIFICATION NO. 1331W

PROJECT TITLE: WELL 205 DRILLING & TESTING

NAME OF CONTRACTOR: South West Pump & Drilling, Inc.

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>Company Name: Barney's Hole Digging</td>
<td>License #: 249291</td>
<td>Drill Contractor</td>
<td>1.4%</td>
</tr>
<tr>
<td>Address: 3252 Cherry Avenue Long Beach, CA 90807</td>
<td>DIR Registration #: 1000025617</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address: <a href="mailto:barneyshol@aol.com">barneyshol@aol.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Name: Pacific Surveys</td>
<td>License #: N/A</td>
<td>Surveys &amp; Logs</td>
<td>2.8%</td>
</tr>
<tr>
<td>Address: 4456 Via St. Ambrose Claremont, CA 91711</td>
<td>DIR Registration #: 1000014306</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address: <a href="mailto:shop@pacificsurveys.com">shop@pacificsurveys.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LICENCED 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>
<td>-----------</td>
<td>-------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>Company Name:</strong> Robertson's Ready Mix</td>
<td>License #:</td>
<td>Supply Concrete</td>
<td>2.0%</td>
</tr>
<tr>
<td><strong>Address:</strong> 200 South Main Street Corona, CA92882</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> billforrestrmca.com</td>
<td>DIR Registration #:</td>
<td>1000039563</td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> S&amp;J Concrete Pumping</td>
<td>License #:</td>
<td>Pump Concrete</td>
<td>1.0%</td>
</tr>
<tr>
<td><strong>Address:</strong> P. O. Box 488 Riverside, CA 92502</td>
<td>954175</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:kevin@sjconcretepumping.com">kevin@sjconcretepumping.com</a></td>
<td>DIR Registration #:</td>
<td>1000025598</td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> NA</td>
<td>License #:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong> N/A</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Email Address:</strong> N/A</td>
<td>DIR Registration #:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> N/A</td>
<td>License #:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong> N/A</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Email Address:</strong> N/A</td>
<td>DIR Registration #:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> N/A</td>
<td>License #:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong> N/A</td>
<td>N/A</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Email Address:</strong> N/A</td>
<td>DIR Registration #:</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

(Do not list alternative subcontractors for the same work) (Use additional pages if needed)
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 contractor 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) at time of bid showing active registration from the Public Works Contractor Registration online registration at https://efiling.dir.ca.gov/PWCR/Search

******************************************************************************
SUBMIT BIDDER & SUBCONTRACTORS CONTRACTOR REGISTRATION EXTRACTS WITH BID PROPOSAL
******************************************************************************

Example:

<table>
<thead>
<tr>
<th>Legal Name</th>
<th>Registration Number</th>
<th>County</th>
<th>City</th>
<th>Registration Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractors Name</td>
<td>0000000000</td>
<td>RIVERSIDE</td>
<td>Temecula</td>
<td>06/01/2015</td>
<td>06/30/2016</td>
</tr>
</tbody>
</table>

Rev:11/23/15

C22-1

00057 Contractor Registration
<table>
<thead>
<tr>
<th>Legal Name</th>
<th>Registration Number</th>
<th>County</th>
<th>City</th>
<th>License Type/Number(s)</th>
<th>Current Status</th>
<th>Registration Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOUTH WEST PUMP &amp; DRILLING, INC.</td>
<td>1000061856</td>
<td>RIVERSIDE</td>
<td>COACHELLA</td>
<td>CSLB 723919</td>
<td>Active</td>
<td>05/31/2017</td>
<td>06/30/2018</td>
</tr>
</tbody>
</table>
CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California 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 C57

LICENSE NUMBER 723919 TYPE CORP EXPIRATION DATE 06/30/2018

<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 NUMBER:</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:</td>
</tr>
<tr>
<td>BUSINESS ADDRESS:</td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
</tr>
<tr>
<td>SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:</td>
</tr>
<tr>
<td>SIGNATURE:</td>
</tr>
</tbody>
</table>
53-381 Highway 111
Coachella
California 92236
Tel: 760.398.3977

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

LICENSE # 723919
Code: CORP

SOUTHWEST PUMP & DRILLING
INC

Contractor(s): C57

License Expiration: 06/30/2018

www.cslb.ca.gov
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the ___________ President ___________ of ___________ South West Pump & Drilling, Inc. ___________,
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 04/02/2018 [date], at ___________ Coachella ___________ [city], ___________ California ___________ [state].

Signed: ____________________________

Name: ___________ Curtis McCalla, President ___________

(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>South West Pump &amp; Drilling, Inc.</td>
<td>33-0662073</td>
</tr>
</tbody>
</table>

By (Authorized Signature) [Signature]

Printed Name and Title of Person Signing

Curtis McCalla, President

Date Executed

04/02/2018

C13-3 00046 Iran Contracting Act Certification
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>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Date Executed</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
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 rule, 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>(G)</td>
<td>(H)</td>
<td>(I)</td>
<td>(J)</td>
</tr>
</tbody>
</table>

### Number of Days

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

### Injury and Illness Types

<table>
<thead>
<tr>
<th>Total number of...</th>
<th>(M)</th>
<th>(1) Injuries</th>
<th>(4) Poisonings</th>
<th>(2) Skin disorders</th>
<th>(5) Hearing loss</th>
<th>(3) Respiratory conditions</th>
<th>(6) All other Illnesses</th>
</tr>
</thead>
</table>

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.
## Cal/OSHA Form 300 (Rev. 4/2004) Appendix A

### Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes. See CCR Title 8 14300.25(b)(6)-(10).

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in CCR Title 8 Section 14300 through 14300.12. Feel free to use two lines for a single case if needed. You must complete an Injury and Illness Incident Report (Cal/OSHA Form 301) or equivalent form for each injury or illness reported on this form. If you're not sure whether a case is reportable, call your local Cal/OSHA office for help.

<table>
<thead>
<tr>
<th>Case no.</th>
<th>Employer's name</th>
<th>Job title</th>
<th>Date of injury or onset of illness</th>
<th>Where the event occurred</th>
<th>Date man entered work</th>
<th>Remaining at work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Orlando Gonzalez</td>
<td>Pump Help</td>
<td>3/27/14</td>
<td>Coachella Shop</td>
<td>Lower Back Strain</td>
<td>0 days</td>
</tr>
<tr>
<td>2</td>
<td>Robert Huff</td>
<td>Test Pump</td>
<td>5/19/14</td>
<td>EVMWD</td>
<td>Right Elbow Injury</td>
<td>0 days</td>
</tr>
<tr>
<td>3</td>
<td>Luis Jimenez</td>
<td>Drill Help</td>
<td>7/16/14</td>
<td>Ca., Ariz.</td>
<td>Middle Back Injury</td>
<td>0 days</td>
</tr>
<tr>
<td>4</td>
<td>Orlando Gonzalez</td>
<td>Pump Help</td>
<td>9/08</td>
<td>Coachella Shop</td>
<td>Right Middle Finger Laceration</td>
<td>0 days</td>
</tr>
<tr>
<td>5</td>
<td>Michael Butler</td>
<td>Driller</td>
<td>12/15</td>
<td>Pico Water</td>
<td>Left Ankle Break</td>
<td>0 days</td>
</tr>
</tbody>
</table>

Using these four categories, check ONLY the most severe result for each injury:

- No Injury
- Minor Injury
- Moderate Injury
- Severe Injury

Enter the number of days the injured or ill worker was:

- Restricted from work
- Restricted from work and hospital confinement
- Restricted from work and away from job

Check the "Injury" column or choose one type of illness.

<table>
<thead>
<tr>
<th>Type of Injury</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
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<td>0</td>
<td>0</td>
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</tr>
</tbody>
</table>

Page totals: 2, 3, 4, 40

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.
### Cal/OSHA Form 300A (Rev. 4/2004)

#### Appendix B

**Annual 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 300A in its entirety. They also have limited access to the Cal/OSHA Form 300 on its equivalent. See CCR Title 8 Section 14300.35, to Cal/OSHA's recordkeeping rule, 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>0</td>
<td>2</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>(0)</td>
<td>(0)</td>
<td>(0)</td>
<td>(0)</td>
</tr>
</tbody>
</table>

### Number of Days

<table>
<thead>
<tr>
<th>Total number of days of job transfer or restriction</th>
<th>Total number of days away from work</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>40</td>
</tr>
<tr>
<td>(0)</td>
<td>(0)</td>
</tr>
</tbody>
</table>

### Injury and Illness Types

<table>
<thead>
<tr>
<th>Total number of (a)</th>
<th>(1) Injuries</th>
<th>(4) Poisonings</th>
<th>(5) Hearing loss</th>
<th>(6) All other Illnesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td></td>
</tr>
</tbody>
</table>

**Establishment Information**

Your establishment name: South West Pump & Drilling, Inc.

Street: 53381 Hwy. 111

City: Coachella

State: CA  Zip: 92236

Industry description (e.g., Manufacturer of cars, toolmaker):

Water Well Construction & Maintenance

Standard Industrial Classification (SIC), if known (e.g., SIC 3715):

1781

Employment information (If you don't have these figures, use the optional Workplace in column.)

Annual average number of employees: 32

Total hours worked by all employees this year: 75,526

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.

Liz Maxfield

HR/Payroll Manager

Company executive Title

(760) 398-3977

Phone

12/31/17

Date

Passed this Annual Summary from February 1 to April 30 of the year following the year covered by the form.
C-17 Contractor's Cal/OSHA Compliance History and SIC Code
THIS DOCUMENT IS TO BE SUBMITTED WITH THE PROPOSAL PACKAGE AT TIME OF BID

<table>
<thead>
<tr>
<th>Bid Date:</th>
<th>04/03/2018</th>
<th>Contractor's Standard Industry Code:</th>
<th>1781</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specification No.</td>
<td>1331W</td>
<td>Project Name:</td>
<td>WELL 205 DRILLING &amp; TESTING</td>
</tr>
<tr>
<td>Contractor name:</td>
<td>South West Pump &amp; Drilling, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor Address:</td>
<td>53-381 Highway 111, Coachella, CA 92236</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor License No.</td>
<td>723919</td>
<td>Phone No:</td>
<td>(760) 398-3977</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Curtis McCalla</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?
   - Yes [ ] No [x]  
   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?
   - Yes [ ] No [x]  
   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: 04/02/2018

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

<table>
<thead>
<tr>
<th>Approved:</th>
<th>No [ ] Yes [x]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed by Risk Management (signature required)</td>
<td>Date:</td>
</tr>
<tr>
<td>Return to (Field Eng.CAR)</td>
<td>By:</td>
</tr>
</tbody>
</table>

cc: Construction Administrator
File: C-17 Contractor’s Compliance History
EASTERN MUNICIPAL WATER DISTRICT
BID BOND

Bid Bond No. ______________________

KNOW ALL MEN BY THESE PRESENTS, that we ____________________________ as Principal, hereinafter called the Principal, and

South West Pump & Drilling, Inc.
(Here insert full name and address or legal title of Contractor)

The Hanover Insurance Company, 500 N. Brand Blvd., #1280, Glendale, CA 91203
(Here insert full name and address or legal title of Surety)

as Surety, a corporation duly organized under the laws of the State of New Hampshire, hereinafter called the Surety, are held and firmly bound unto Eastern Municipal Water District, Obligee, hereinafter called the Obligee, in the sum of ____________________________ Dollars (10% of Bid _______), 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 March 26, 2018, for ____________________________

Well 205 Drilling
(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 26th day of March, 2018

CONTRACTOR AS PRINCIPAL

Company: South West Pump & Drilling, Inc.

Signature: ____________________________
Name: Curtis McGalla
Title: President

SURETY

Company: The Hanover Insurance Company
(Corporate Seal)

Signature: ________________
Name: Diane M Nielsen
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

Rev: 04/08/16
BB-1
00040 Bid Bond
CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the indemnity 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 RIVERSIDE

ON 3/26/18, BEFORE ME, LINDA ROCHA, Notary Public

PERSONALLY APPEARED: Diane M. Nielsen

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 & acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures (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: Linda Rocha, Notary Public

ALL PURPOSE ACKNOWLEDGMENT
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Van G. Tanner, Mathew S. Costello and/or Diane M. Nielsen

of Palm Desert, CA and each is a true and lawful Attorney-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 ($10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its agents, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26th day of March 2012.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Joe Bridstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER ss.

On this 26th day of March 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

Barbara A. Garlick, Notary Public
Commonwealth of Massachusetts
My Commission Expires September 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 26th day of March 2018.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Gwen Margosian, Vice President
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 Riverside

On 04/02/2018 before me, Kevin T. Gallagher, Notary Public (insert name and title of the officer) personally appeared Curtis McCalla, 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 ______________________________ (Seal)
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
License #: 0F68643
Desert Empire Ins Services, Inc.
7764 Country Club Drive
Suite 401
Palm Desert, CA 92211

INSURED
South West Pump & Drilling, Inc.
53-381 Highway 111
Coachella, CA 92236

CONTACT Christy Mayo
PHONE (855) 360-4700
FAX (619) 360-4799
EMAIL

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Travelers Indemnity Co of Connecticut 25682
INSURER B: Travelers Property & Casualty Co of America 25674
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

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

<table>
<thead>
<tr>
<th>INSU LR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUBR INSD WO</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE  X OCCUR</td>
<td>X X DT22-CO-4E018557-TCT-18</td>
<td>04/01/2018 04/01/2019</td>
<td>EACH OCCURRENCE</td>
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<td>DAMAGE TO RENTED PROP</td>
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<td>EAC OCCURRENCE</td>
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<td>MED EXP (Any one person)</td>
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<td>PERSONAL &amp; ADV INJURY</td>
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<td>PRODUCTS / COMMERIAL PROP</td>
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<td>EMPLOYEE BENEFITS</td>
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<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>X X 8104E018557-TCT-18</td>
<td>04/01/2018 04/01/2019</td>
<td>COMBINED SINGLE LIMIT (EA accident)</td>
<td>$1,000,000</td>
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<td>OWNED AUTOS ONLY</td>
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<td>BODILY INJURY (Per person)</td>
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<td>SCHEDULED AUTOS</td>
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<td>N/A AUTOS ONLY</td>
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<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000,000</td>
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<tr>
<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR</td>
<td></td>
<td>CUP2J347374-18</td>
<td>04/01/2018 04/01/2019</td>
<td>EACH OCCURRENCE</td>
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<tr>
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<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td>AGGREGATE</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>N/A</td>
<td></td>
<td>PER STATUTE</td>
<td>OTHER</td>
<td>$2,000,000</td>
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<tr>
<td></td>
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<td>ANY PROHIBIT/PARTN/EEXECUTIVE OFFICE REMAIN EXCLUDED (Mandatory in NY)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>INSTALLATION FLOATER</td>
<td>6609A14559A-TIL-18</td>
<td>04/01/2018 04/01/2019</td>
<td>Max Loss</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>INSTALLATION FLOATER</td>
<td>6609A14559A-TIL-18</td>
<td>04/01/2018 04/01/2019</td>
<td>Flood &amp; Earthquake</td>
<td>$1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

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

The Eastern Municipal Water District, Santa Ana Regional Water Quality Control Board, Riverside County Flood Control and Water Conservation District and the California Department of Drinking Water and the City of San Jacinto are included as additional insureds as per the attached endorsements. Per project aggregate is included per the attached endorsements.

30 Days notice of cancellation will be provided to the certificate holder in the event of cancellation or material change. The installation floaters contain a $5,000 deductible with a $100,000 Flood and Earthquake deductible. Loss Payee to include the Eastern Municipal Water District.

CERTIFICATE HOLDER

Eastern Municipal Water District
Attn: Field Engineering Department
P.O. Box 8300
Perris, CA 92572-8300

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

Marti Costello

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The ACORD name and logo are registered marks of ACORD

ACORD 25 (2016/03)
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED — (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance* to include as an additional insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of Insurance described in Section III — Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
COMMERCIAL GENERAL LIABILITY

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

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

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
DESIGNATED PROJECT(S)
GENERAL AGGREGATE LIMIT

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

SCHEDULE

Designated Project(s):
EACH "PROJECT" FOR WHICH YOU HAVE AGREED,
IN A WRITTEN CONTRACT WHICH IS IN EFFECT
DURING THIS POLICY PERIOD, TO PROVIDE A
SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED
THAT, THE CONTRACT IS SIGNED AND EXECUTED
BY YOU BEFORE THE "BODILY INJURY" OR
"PROPERTY DAMAGE" OCCURS.

Designated Project
General Aggregate(s):
GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS

A. For all sums which the insured becomes legally
obligated to pay as damages caused by "occurrences"
under COVERAGE A. (SECTION I), and
for all medical expenses caused by accidents un-
der COVERAGE C (SECTION I), which can be
attributed only to operations at a single design-
ated "project" shown in the Schedule above:

1. A separate Designated Project General Ag-
gregate Limit applies to each designated "pro-
ject", and that limit is equal to the amount of
the General Aggregate Limit shown in the
Declarations, unless separate Designated
Project General Aggregate(s) are sched-
uled above.

2. The Designated Project General Aggregate
Limit is the most we will pay for the sum of all
damages under COVERAGE A., except
damages because of "bodily injury" or "prop-
erty damage" included in the "products-
completed operations hazard", and for med-
ical expenses under COVERAGE C, regard-
less 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 Design-
atated Project General Aggregate Limit for
that designated "project". Such payments
shall not reduce the General Aggregate Limit
shown in the Declarations nor shall they re-
duce any other Designated Project General
Aggregate Limit for any other designated
"project" shown in the Schedule above.

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 Designated Project General Ag-
gregate Limit.

B. For all sums which the insured becomes legally
obligated to pay as damages caused by "occurrences"
under COVERAGE A. (SECTION I), and
for all medical expenses caused by accidents un-
der COVERAGE C (SECTION I), which cannot
be attributed only to operations at a single design-
ated "project" shown in the Schedule above:
COMMERCIAL GENERAL LIABILITY

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 Designated Project General Aggregate Limit.

C. Part 2. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under Coverage B; and
   b. Damages from “occurrences” under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated “project” shown in the SCHEDULE above.

D. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

“Project” means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each “project” that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single “project”.

F. The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.
Policy No. DT-810-6E018567-TCT-18
4-1-2018 to 4-1-2019

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured in an "insured" for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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

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

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your
permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

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

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

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

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

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

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

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

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

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

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

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

G. WAIVER OF DEDUCTIBLE – GLASS

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

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

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

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

However, the most we will pay for any expenses for loss of use is $55 per day, to a maximum of $750 for any one "incident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

J. PERSONAL PROPERTY

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

Personal Property

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

(1) Owned by an "insured"; and

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

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

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

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

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

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

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
Policy No. DT22-CO-6018567-TCT-18

COMMERCIAL GENERAL LIABILITY

4-1-2018 to 4-1-2019

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. Aircraft Chartered With Pilot
B. Damage To Premises Rented To You
C. Increased Supplementary Payments
D. Incidental Medical Malpractice
E. Who Is An Insured – Newly Acquired Or Formed Organizations
F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
H. Blanket Additional Insured – Lessors Of Leased Equipment
I. Blanket Additional Insured – States Or Political Subdivisions – Permits
J. Knowledge And Notice Of Occurrence Or Offense
K. Unintentional Omission
L. Blanket Waiver Of Subrogation
M. Amended Bodily Injury Definition
N. Contractual Liability – Railroads

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2, of SECTION I – COVERSAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

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

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion J., Damage To Property, in Paragraph 2, of SECTION I – COVERSAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

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

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

a. Fire;
b. Explosion;
c. Lightning;
d. Smoke resulting from such fire, explosion, or lightning; or
e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6, of SECTION III – LIMITS OF INSURANCE.
3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:
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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.
The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph 8. of the definition of "Insured contract" in the DEFINITIONS Section:
   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 "premises damage" is not an "Insured contract".

5. The following is added to the DEFINITIONS Section:
   "Premises damage" means "property damage" to:
   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
   (b) That is insurance for "premises damage";

7. Paragraph 4.b.(1)(e) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS
1. The following replaces Paragraph 4.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 5.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:
   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.

D. INCIDENTAL MEDICAL MALPRACTICE
1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:
   "Occurrence" also means an act or omission committed in providing or failing to provide "Incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:
   Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:
   (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
   (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following is added to Paragraph 5, of SECTION III - LIMITS OF INSURANCE:

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

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

Sale of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

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

b. The furnishing or dispensing of drugs or "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

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

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED.

E. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4, of SECTION II - WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it;

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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

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

F. WHO IS AN INSURED - BROADENED NAMED INSURED - UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.
G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement, and

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

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

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

   (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement, and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

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

a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

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

The insurance provided to such state or political subdivision does not apply to:

a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

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

a. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any Insured listed in Paragraph 1. or 2. of Section 2. – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership or joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

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(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs a. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph a. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 8., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
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If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

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

b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY — RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
   c. Any easement or license agreement;

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