


Daniel Edward Merritt			PURCHASE ORDER NUMBER <b>OG</b>		<b>17484</b>
			PO Number Must Appear On All Invoices And Shipments		
		Utah Transit Authority		VENDOR NUMBER 1521254	PO DATE 3/10/2025
SEND INVOICE TO: AP@RIDEUTA.COM		SHIP TO: ATTENTION: RECEIVING	An Equal Opportunity Employer		ORDER TAKEN BY FOB
669 W 200 S		3600 S 700 W	801-287-3008		BUYER PAGE NUMBER
SLC, UT 84101		Salt Lake City UT 84119	www.rideuta.com		Daniel Edward Merritt 1 of 1

Confirmation: Do not Duplicate  
**Utah Transit Authority Is Tax Exempt**      Total PO Value: 557,613.54      Ship as soon as possible. Early Shipments Allowed

LINE #	REQ #	CONFIRMED DELIVERY DATE	QUANTITY	PART NUMBER ACCOUNT CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	00014991	3/10/25	EA	40-7409.68000.8004	Roy Restroom - Const. Admin	.0000	123,221.79
2	00014991	3/10/25	EA	40-7409.64000.4001	Roy Restroom-Clear/Earthwork	.0000	130,116.23
3	00014991	3/10/25	EA	40-7409.63000.3001	Roy Restroom - Admin Bldg	.0000	276,626.30
4	00014991	3/10/25	EA	40-7409.64000.4002	Roy Restroom - Utilities	.0000	27,649.22

Please sign, date, and return attached PO as order acknowledgement - or - email me a copy of your Sales Order

This Contract/PO is a Not to Exceed Amount of \$557,613.54  
See the attached Cal Wadsworth Construction estimates in Exhibit A below of this PO.  
See the attached Insurance and Indemnification Requirements on Exhibit B below of this Purchase Order.

DocuSigned by:  
 3/11/2025  
Signature:  
Mike Bell, AAG State of Utah and UTA Legal Counsel

Attached  
Exhibit A  
Exhibit B

State of Utah Contract Number MA3916 - Validity Date 5/1/2022 - 4/30/2027  
Period of Performance: The project is scheduled to be completed by August 2025 before UTA Change Day,  
with punch list completed by November 1, 2025

Unless otherwise expressly agreed in a written document executed by Utah Transit Authority ("UTA"), this Purchase Order is subject to UTA's standard terms and conditions revision date: September 2020, effective as of the date of this Purchase Order. UTA's standard terms and conditions are found at [https://rideuta.com/-/media/Files/Home/Terms\\_Conditions\\_UTAGeneralStandard7821.ashx](https://rideuta.com/-/media/Files/Home/Terms_Conditions_UTAGeneralStandard7821.ashx). Vendor's acceptance of this Purchase Order is limited to the express terms of UTA's standard terms and conditions, without modification. Vendor's delivery of the Goods or commencement of performance of Services identified in this Purchase Order are effective modes of acceptance. Any proposal for additional or different terms or any attempt by Vendor to vary in any degree any of the terms of the Contract, are hereby objected to and rejected (and this Purchase Order shall be deemed accepted by Vendor without the additional or different terms).

**If this Purchase order is purchased using a State Contract, then terms and conditions are pursuant to that State Contract.**



**Work Order Signature Document**

**State of Utah ezlQC Contract Number: MA3916**

☒ **New Work Order**      ☐ **Modify an Existing Work Order**

Work Order Number: 137812.00      Work Order Date: 01/15/2025

Work Order Title: UTA - Roy Station - Operators Relief Rooms

Owner Name: UTAH - Utah Transit Authority      Contractor Name: Cal Wadsworth Construction

Contact: Carlie Torres      Contact: Victor Lesanu

Phone: 1-888-743-3882      Phone: 801-997-9935

Email:

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MA3916.

Brief Work Order Description:

Installation of Operator Relief Rooms.

**Time of Performance**      *See Schedule Section of the Detailed Scope of Work*

**Liquidated Damages**      Will apply: ☐      Will not apply: ☒

**Work Order Firm Fixed Price: \$557,613.54**

Owner Purchase Order Number:

**Approvals**

Owner \_\_\_\_\_ Date \_\_\_\_\_ Contractor \_\_\_\_\_ Date \_\_\_\_\_



Detailed Scope of Work

Print Date: January 15, 2025  
Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms  
Contractor: MA3916 - Cal Wadsworth Construction  
Brief Scope: Installation of Operator Relief Rooms.

To:	Victor Lesanu Cal Wadsworth Construction 406 W South Jordan Parkway South Jordan, 84095 801-997-9935	From:	Carlie Torres UTAH - Utah Transit Authority No Data Input No Data Input, 1-888-743-3882
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<input type="checkbox"/> Preliminary	<input checked="" type="checkbox"/> Final
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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

**Detailed Scope:**  
Scope of work includes furnishing and installing a prefabricated restroom building; removals as needed including saw cutting and removal of sidewalk and pavement, tree removals and excavation; obtain required permits from Roy City; connections to power, water and sewer; site work including building pad prep work, grading and flatwork; furnishing and coordinating placement of prefabricated building, connections to utilities, and activation of building; and providing required traffic control.

Owner	Date
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Contractor	Date
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**Contractor's Price Proposal Summary - CSI**

**Print Date:** January 15, 2025  
**Work Order Number:** 137812.00  
**Work Order Title:** UTA - Roy Station - Operators Relief Rooms  
**Contractor:** MA3916 - Cal Wadsworth Construction  
**Proposal Value:** \$557,613.54  
**Proposal Name:** UTA - Roy Station - Operators Relief Rooms

<b>01 - General Requirements</b>	<b>\$125,922.74</b>
<b>02 - Site Work</b>	<b>\$33,061.18</b>
<b>03 - Concrete</b>	<b>\$188,016.93</b>
<b>06 - Wood, Plastic, and Composites</b>	<b>\$3,092.48</b>
<b>11 - Equipment</b>	<b>\$3,107.34</b>
<b>12 - Furnishings</b>	<b>\$3,698.11</b>
<b>22 - Plumbing</b>	<b>\$23,712.11</b>
<b>26 - Electrical</b>	<b>\$21,938.15</b>
<b>31 - Earthwork</b>	<b>\$92,841.57</b>
<b>32 - Exterior Improvements</b>	<b>\$34,573.71</b>
<b>33 - Utilities</b>	<b>\$27,649.22</b>
<b>Proposal Total</b>	<b>\$557,613.54</b>

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**The Percentage of NPP on this Proposal:** 33.63%





## Contractor's Price Proposal Detail - CSI

**Print Date:** January 15, 2025  
**Work Order Number:** 137812.00  
**Work Order Title:** UTA - Roy Station - Operators Relief Rooms  
**Contractor:** MA3916 - Cal Wadsworth Construction  
**Proposal Name:** UTA - Roy Station - Operators Relief Rooms  
**Proposal Value:** \$557,613.54

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$16,181.24
			Installation	Quantity 12,543.60 x Unit Price 1.00 x Factor 1.2900 = Total 16,181.24	
2	01 22 20 00 0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$12,484.88
			Installation	Quantity 140.00 x Unit Price 69.13 x Factor 1.2900 = Total 12,484.88	
3	01 22 20 00 0012		HR	Equipment Operator, Medium (Bulldozer)For tasks not included in the Construction Task Catalog® and as directed by owner only .	\$22,860.09
			Installation	Quantity 300.00 x Unit Price 59.07 x Factor 1.2900 = Total 22,860.09	
4	01 22 20 00 0013		HR	Equipment Operator, Light (Backhoe, Skid-Steer Loader)For tasks not included in the Construction Task Catalog® and as directed by owner only .	\$22,163.49
			Installation	Quantity 300.00 x Unit Price 57.27 x Factor 1.2900 = Total 22,163.49	
5	01 22 20 00 0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$18,097.15
			Installation	Quantity 320.00 x Unit Price 43.84 x Factor 1.2900 = Total 18,097.15	
6	01 22 20 00 0047		HR	On-Site Certified Materials Testing Technician	\$7,149.95
			Installation	Quantity 70.00 x Unit Price 79.18 x Factor 1.2900 = Total 7,149.95	
7	01 22 20 00 0068		HR	Flagperson For Traffic Control	\$14,703.94
			Installation	Quantity 260.00 x Unit Price 43.84 x Factor 1.2900 = Total 14,703.94	
8	01 55 26 00 0124		EA	Placement And Removal Of Up To 250 Barricades By Hand From Roadside	\$821.73
			Installation	Quantity 245.00 x Unit Price 2.60 x Factor 1.2900 = Total 821.73	
9	01 55 26 00 0126		EA	Placement And Removal Of Portable Sign And Stand From Roadside	\$77.40
			Installation	Quantity 40.00 x Unit Price 1.50 x Factor 1.2900 = Total 77.40	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms

Proposal Name: UTA - Roy Station - Operators Relief Rooms  
Proposal Value: \$557,613.54

Sect.		Item		Modifier.	UOM	Description		Line Total
Labor	Equip.	Material	(Excluded if marked with an X)					
01 - General Requirements								
10	01 71 13 00 0003		EA			Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.		\$4,857.35
			Installation		Quantity	Unit Price	Factor	Total
					3.00	1,255.13	x 1.2900 =	4,857.35
11	01 71 13 00 0012		EA			>185 To 210 Ton Lift Move On/Off Cost, Hydraulic CraneIncludes delivery and pickup.		\$3,059.65
			Installation		Quantity	Unit Price	Factor	Total
					1.00	2,371.82	x 1.2900 =	3,059.65
12	01 71 13 00 0012	0042	MOD			For >30 To 60 Miles Radius, Add		\$764.92
			Installation		Quantity	Unit Price	Factor	Total
					1.00	592.96	x 1.2900 =	764.92
13	01 74 13 00 0003		CY			Collect Existing Debris And Load Into Truck Or DumpsterPer CY of debris removed.		\$766.84
			Installation		Quantity	Unit Price	Factor	Total
					45.00	13.21	x 1.2900 =	766.84
14	01 74 19 00 0014		EA			15 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.		\$1,934.11
			Installation		Quantity	Unit Price	Factor	Total
					3.00	499.77	x 1.2900 =	1,934.11
Subtotal for 01 - General Requirements								\$125,922.74
02 - Site Work								
15	02 32 13 00 0002		EA			Mobilization Of Drilling Crew		\$926.16
			Installation		Quantity	Unit Price	Factor	Total
					1.00	717.95	x 1.2900 =	926.16
16	02 32 19 00 0004		CY			Test, Entry/Exit Pit Excavation, Backfill And Compaction, By Machine, Paved Areas - Arterial and State Roads		\$13,504.49
			Installation		Quantity	Unit Price	Factor	Total
					85.00	123.16	x 1.2900 =	13,504.49
17	02 41 13 13 0021		SY			>6" To 9" By Machine, Break-up And Remove Bituminous Paving		\$2,506.15
			Installation		Quantity	Unit Price	Factor	Total
					95.00	20.45	x 1.2900 =	2,506.15
18	02 41 13 13 0046		SF			>3" To 6" By Hand, Break-up And Remove Welded Wire Reinforced Concrete Paving		\$5,387.04
			Installation		Quantity	Unit Price	Factor	Total
					800.00	5.22	x 1.2900 =	5,387.04
19	02 41 19 13 0015		EA			Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.		\$5,038.80
			Installation		Quantity	Unit Price	Factor	Total
					5.00	781.21	x 1.2900 =	5,038.80

Contractor's Price Proposal - Detail Continues..

Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms

Proposal Name: UTA - Roy Station - Operators Relief Rooms  
Proposal Value: \$557,613.54

Sect. Item Modifier UOM Description Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)							
02 - Site Work										
20	02 41 19 13 0358		EA	Cutouts Minimum Charge						\$2,077.42
			Installation	Quantity		Unit Price		Factor	=	Total
				8.00	x	201.30	x	1.2900		2,077.42
21	02 90 20 00 0007		EA	>24 - 48" DBH Tree Removal and Place on Right-of-Way						\$3,621.12
			Installation	Quantity		Unit Price		Factor	=	Total
				3.00	x	935.69	x	1.2900		3,621.12
Subtotal for 02 - Site Work										\$33,061.18
03 - Concrete										
22	03 00 00 00 0002		EA	Santiago Custom Precast Restroom Building						\$187,544.40
		NPP	Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	156,287.00	x	1.2000		187,544.40
23	03 35 13 00 0004		SF	Broom, Concrete Floor Finish						\$377.07
			Installation	Quantity		Unit Price		Factor	=	Total
				370.00	x	0.79	x	1.2900		377.07
24	03 35 13 00 0004 0050		MOD	For >250 To 500, Add						\$95.46
			Installation	Quantity		Unit Price		Factor	=	Total
				370.00	x	0.20	x	1.2900		95.46
Subtotal for 03 - Concrete										\$188,016.93
06 - Wood, Plastic, and Composites										
25	06 41 13 00 0010		EA	18" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet						\$1,549.74
			Installation	Quantity		Unit Price		Factor	=	Total
				3.00	x	400.45	x	1.2900		1,549.74
26	06 41 13 00 0066		EA	12" Wide, 30" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet						\$1,542.74
			Installation	Quantity		Unit Price		Factor	=	Total
				4.00	x	298.98	x	1.2900		1,542.74
Subtotal for 06 - Wood, Plastic, and Composites										\$3,092.48
11 - Equipment										
27	11 42 23 00 0002		EA	Stainless Steel Scullery Sink, Single 30" x 24" x 12" Compartment And Drainboard						\$3,107.34
			Installation	Quantity		Unit Price		Factor	=	Total
				1.00	x	2,408.79	x	1.2900		3,107.34
Subtotal for 11 - Equipment										\$3,107.34
12 - Furnishings										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms

Proposal Name: UTA - Roy Station - Operators Relief Rooms  
Proposal Value: \$557,613.54

Sect. Item Modifier. UOM Description										Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)								
12 - Furnishings											
28	12	36	61	19	0003	SF	1-1/4" Thick, Quartz Agglomerate Countertop Without Backsplash				\$3,698.11
						Installation	Quantity	Unit Price	Factor	Total	
							25.00	x	114.67	x	3,698.11
Subtotal for 12 - Furnishings											\$3,698.11
22 - Plumbing											
29	22	11	16	00	0902	LF	1" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.				\$20,727.10
						Installation	Quantity	Unit Price	Factor	Total	
							672.00	x	23.91	x	20,727.10
30	22	13	19	13	0005	EA	Bronze Top, 6" Round Top Floor Drain With 4" Outlet				\$2,985.01
						Installation	Quantity	Unit Price	Factor	Total	
							3.00	x	771.32	x	2,985.01
Subtotal for 22 - Plumbing											\$23,712.11
26 - Electrical											
31	26	05	19	16	0366	MLF	#1 AWG, XLPE-USE, 600 Volt, Aluminum, Single Stranded Cable, Installed In Conduit				\$17,968.15
						Installation	Quantity	Unit Price	Factor	Total	
							5.01	x	2,780.20	x	17,968.15
32	26	24	13	00	0122	EA	125 To 225 Amperes, 480/277 Volt, MC Branch Breaker				\$3,970.00
						Installation	Quantity	Unit Price	Factor	Total	
							2.00	x	1,538.76	x	3,970.00
Subtotal for 26 - Electrical											\$21,938.15
31 - Earthwork											
33	31	11	00	00	0005	ACR	Clear And Grub Medium Stumps Only Up To 10" Diameter				\$6,773.46
						Installation	Quantity	Unit Price	Factor	Total	
							1.95	x	2,692.69	x	6,773.46
34	31	11	00	00	0017	CY	Machine Loading Of Cleared And Grubbed Material				\$18,545.81
						Installation	Quantity	Unit Price	Factor	Total	
							1,956.00	x	7.35	x	18,545.81
35	31	22	19	13	0003	SF	Trim And Shape Machine Excavated Area By Hand Finish Grade				\$2,329.74
						Installation	Quantity	Unit Price	Factor	Total	
							3,225.00	x	0.56	x	2,329.74
36	31	23	16	13	0002	CY	12" Wide or Less, Excavation for Trenching by Machine in Soil				\$16,712.98
						Installation	Quantity	Unit Price	Factor	Total	
							1,812.00	x	7.15	x	16,712.98

**Contractor's Price Proposal - Detail Continues..****Work Order Number:** 137812.00**Work Order Title:** UTA - Roy Station - Operators Relief Rooms**Proposal Name:** UTA - Roy Station - Operators Relief Rooms**Proposal Value:** \$557,613.54

Sect.		Item		Modifier.		UOM		Description		Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)									
31 - Earthwork												
37	31	23	16	13	0010		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine				\$3,677.97
							Installation	Quantity	Unit Price	Factor	Total	
								1,159.00	2.46	x 1.2900	= 3,677.97	
38	31	23	16	13	0014		CY	Compaction of Fill or Subbase for Trenches by Hand				\$13,525.65
							Installation	Quantity	Unit Price	Factor	Total	
								500.00	20.97	x 1.2900	= 13,525.65	
39	31	23	16	36	0006		CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Soil				\$9,324.26
							Installation	Quantity	Unit Price	Factor	Total	
								1,437.00	5.03	x 1.2900	= 9,324.26	
40	31	23	16	36	0018		CY	Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader				\$6,914.94
							Installation	Quantity	Unit Price	Factor	Total	
								1,378.00	3.89	x 1.2900	= 6,914.94	
41	31	23	16	36	0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera				\$8,882.94
							Installation	Quantity	Unit Price	Factor	Total	
								1,100.00	6.26	x 1.2900	= 8,882.94	
42	31	25	14	26	0003		LF	2' High Silt Fence with Stakes at 4' On Center				\$2,182.68
							Installation	Quantity	Unit Price	Factor	Total	
								600.00	2.82	x 1.2900	= 2,182.68	
43	31	25	14	26	0017		LF	Removal Of Silt Fence And Stakes				\$340.56
							Installation	Quantity	Unit Price	Factor	Total	
								600.00	0.44	x 1.2900	= 340.56	
44	31	25	14	26	0033		EA	2' x 2' x 3' Inlet Protection Sediment Bag				\$3,630.58
							Installation	Quantity	Unit Price	Factor	Total	
								40.00	70.36	x 1.2900	= 3,630.58	
Subtotal for 31 - Earthwork											\$92,841.57	

**32 - Exterior Improvements**

45	32 01 17 63 0018		EA	Asphalt Placement For Small Repair Areas, Cold Mix Modified, Up To 3 TonsFor small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.	\$5,801.67
	Installation	Quantity	Unit Price	Factor	Total
		3.00	1,499.14	1.2900	5,801.67
46	32 15 40 00 0002		CY	Gravel Surfacing And Spreading	\$11,046.73
	Installation	Quantity	Unit Price	Factor	Total
		104.00	82.34	1.2900	11,046.73
47	32 16 13 13 0003		LF	6" x 12" Cast In Place Concrete Gutter With 6" Curb And Face - Radius	\$3,947.99
	Installation	Quantity	Unit Price	Factor	Total
		149.00	20.54	1.2900	3,947.99

Contractor's Price Proposal - Detail Continues..

Work Order Number: 137812.00  
Work Order Title: UTA - Roy Station - Operators Relief Rooms

Proposal Name: UTA - Roy Station - Operators Relief Rooms  
Proposal Value: \$557,613.54

Sect.		Item		Modifier	UOM	Description				Line Total	
Labor	Equip.	Material		(Excluded if marked with an X)							
32 - Exterior Improvements											
48	32	16	13	13 0003	0080	MOD	For >20 To 50, Add				\$1,453.11
						Installation	Quantity		Unit Price	Factor	Total
							149.00	x	7.56	x	1,453.11
									1.2900	=	
49	32	16	23	00 0002		SF	4" Thick, 3,000 PSI, Cast In Place Concrete Sidewalk				\$9,148.68
						Installation	Quantity		Unit Price	Factor	Total
							1,200.00	x	5.91	x	9,148.68
									1.2900	=	
50	32	16	23	00 0002	0101	MOD	For 4,000 PSI Concrete, Add				\$263.16
						Installation	Quantity		Unit Price	Factor	Total
							1,200.00	x	0.17	x	263.16
									1.2900	=	
51	32	17	26	00 0002		SF	Surface Applied VPC Truncated Dome Detectable Warning SurfaceIncludes adhesive, fasteners and sealant at perimeter. Also raised strips or directional bars. All colors.				\$2,912.37
						Installation	Quantity		Unit Price	Factor	Total
							45.00	x	50.17	x	2,912.37
									1.2900	=	
Subtotal for 32 - Exterior Improvements										\$34,573.71	
33 - Utilities											
52	33	05	07	13 0036		LF	For >12 To 18" Diameter Pipe, In Loose Rock, Underground Horizontal Directional Boring				\$27,649.22
						Installation	Quantity		Unit Price	Factor	Total
							150.00	x	142.89	x	27,649.22
									1.2900	=	
Subtotal for 33 - Utilities										\$27,649.22	
Proposal Total										\$557,613.54	

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 33.63%



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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

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

<b>PRODUCER</b> Dale Barton Agency 1100 East 6600 South Suite 400 Salt Lake City UT 84121-7418	<b>CONTACT</b> NAME: Eleni Broadwater PHONE (A/C, No, Ext): 801-288-1600 FAX (A/C, No): 801-288-1944 E-MAIL ADDRESS: ebroadwater@dalebarton.com														
<b>INSURED</b> Calvin L Wadsworth Construction Co. LLC 392 E. 12300 S., Suite F Draper UT 84020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : United Fire &amp; Casualty</td> <td>13021</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire & Casualty	13021	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 466022747**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C & U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	60543288	7/29/2024	7/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60543288	7/29/2024	7/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			60543288	7/29/2024	7/29/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10118758425	9/8/2024	9/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equip.			60543288	7/29/2024	7/29/2025	\$1,000 Deductible \$50,000 per item

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

Re: Operator Relief Rooms Prefab Building Installation

Certificate holder is Additional Insured as required by written contract, per attached forms. Waiver of Subrogation applies per written contract, per attached forms. The required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given.

**CERTIFICATE HOLDER****CANCELLATION**

The Utah Transit Authority  
 669 West 200 South  
 Salt Lake City UT 84101

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

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# **ULTRA LIABILITY PLUS ENDORSEMENT**

## **COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

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

##### 2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

##### 4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added:

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

**a.** While in your possession; or

**b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

**j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

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

**2. Exclusions**

This insurance does not apply to:

**p. Electronic data**

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

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

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE G - PRODUCT RECALL EXPENSE**

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under **Coverage H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:****1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item **1.d.** is amended as follows:

- 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.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

## **SECTION II - WHO IS AN INSURED**

### **A. The following change is made:**

#### **Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

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

### **B. The following provisions are added:**

#### **4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

#### **5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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

However, the insurance afforded to such additional insured:

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

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:

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

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

2. "Bodily injury" or "property damage" occurring after:

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

**6. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
    - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - i. The exceptions contained in Sub-paragraphs d. or f.; or
      - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## **7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

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

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

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

## **8. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

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

## **9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

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

#### 10. Additional Insured- Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under **Coverage C**;
  - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under **Coverage B**; and
  - d. Damages under **Coverage H**.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
- 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

- 8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability**.  
**Coverage G - Product Recall Expense**
- 9. Aggregate Limit \$50,000  
Each Product Recall Limit \$25,000
  - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

#### 10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means 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.

#### 11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

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

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

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

- 13 Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**



15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**A.** The following conditions are amended:

**1. Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

**(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

**B.** The following are added:

- 10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

- (5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**SECTION V – DEFINITIONS**

A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

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

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
  - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
  - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.