City of Tucker

Invitation to Bid ITB # 2025-004

# ROAD AND CURB DRAINAGE REPAIRS



# **BID MANUAL**

City of Tucker 1975 Lakeside Parkway, Suite 350 Tucker, Georgia 30234

# City of Tucker Invitation to Bid ITB #2025-004 ROAD AND CURB DRAINAGE REPAIRS

**INVITATION**: The City of Tucker, Georgia requests that interested parties submit bids for Road and Curb Drainage Repairs at three (3) locations. Bids will be accepted until the date and time listed below and will be awarded to the lowest reliable bidder whose bid, conforming with all the material terms and conditions of the ITB, is the lowest in price. Addenda and updates to this bid manual will be posted on the City of Tucker website http://tuckerga.gov/bids, the DOAS/Georgia Procurement Registry Website or may be requested by emailing procurement@tuckerga.gov.

| BID ACTIVITY SCHEDULE                   |                                |  |  |  |  |  |  |
|---|--------------------------------|--|--|--|--|--|--|
| Invitation to Bid Issued                | March 25, 2025                 |  |  |  |  |  |  |
| Pre-Bid Conference                      | N/A                            |  |  |  |  |  |  |
| Deadline for Questions                  | April 8, 2025 at 2:00 pm EST   |  |  |  |  |  |  |
| Responses to Questions Posted (Addenda) | April 11, 2025                 |  |  |  |  |  |  |
| Bid Deadline / Opening                  | April 24, 2025, at 2:00 pm EST |  |  |  |  |  |  |
| Award at Council Meeting                | May 6, 2025 (Tentative)        |  |  |  |  |  |  |
| Completion from Notice to Proceed       | 120 calendar days              |  |  |  |  |  |  |

SCOPE OF WORK: Refer to Exhibit A.

PRE-BID CONFERENCE: A pre-bid conference will not be scheduled for this project.

**QUESTIONS:** Submit all questions in writing to procurement@tuckerga.gov with the subject line "Questions: ITB #2025-004" so they are received no later than April 8, 2025 at 2:00 pm EST.

**ADDENDA:** Responses to the questions received will be by addenda and will be posted on the City website <a href="http://tuckerga.gov/bids">http://tuckerga.gov/bids</a> and the DOAS/Georgia Procurement Registry Website. The signed acknowledgement issued with each addendum must be submitted with the bid. It is the vendors responsibility to verify if any addenda were created.

SUBMITTAL REQUIREMENTS: Vendor shall submit ITB Response electronically to procurement@tuckerga.gov so that is received no later than April 24, 2025 at 2:00pm EST with the subject line "Submittal: ITB #2025-004". The email must contain the vendor's contact information. Submittals should be one PDF file and named " <Company Name>.ITB 2025-004.Bid Submittal.pdf". The submittal email will be opened to confirm receipt of the submittal; however, the attached PDF file will remain unopened until the public opening.

**BID OPENING:** All bids received prior to the deadline will be opened publicly at 2:05pm EST at Tucker City all located at 1975 Lakeside Parkway, Suite 350, Tucker GA. Preliminary Bid results will be posted on the City's website, http:// following the opening of bids.

**BID SUBMITTALS:** A listing of submittals received prior to the bid deadline will be posted on the City website <u>http://tuckerga.gov/bids</u> following the opening of the bids.

# **BID SUBMITTAL DOCUMENT REQUIREMENTS:**

- 1. Unit Price Cost Proposal Form Exhibit B
- 2. W-9 Form (provided)
- 3. Certificate of Current Liability, Worker's Compensation and Vehicle Insurance
- 4. Notarized Contractor Affidavit Form (Provided)
- 5. Proposed List of Subcontractors Form (Provided)
- 6. Related Experience and References Form (Provided)
- 7. Bid Bond Form (Provided)
- 8. Notarized Contractor's Oath Form (Provided)
- 9. Acknowledgement of Addendum issued with each Addendum.
- 10. Contact Information Form (Provided)

All responses must be received electronically by the Bid Deadline. (Addenda will show any schedule updates). No bids will be received orally or by phone. Late bids will not be considered. Bids received after the bid deadline will be filed unopened. The City of Tucker reserves the right to reject any and all bids or any part, to waive any formalities to make an award and to re-advertise in the best interest of the City. The City reserves the right to consider past performance in determining the reliability of bidders.

The city reserves the right to negotiate pricing and may, in its discretion, award a contract to the lowest reliable bidder submitting the proposal.

# ITB #2025-004 ROAD AND CURB DRAINAGE REPAIRS Exhibit A: Scope of Work

# PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker seeks to engage the services of a qualified contractor to furnish materials, qualified labor, equipment, traffic control, erosion control, and site restoration for Road and Curb Draining Repairs in three (3) locations. This document in its entirety, including the scope, specifications, and other relevant information for ITB 2025-004 is available for download on the City of Tucker website <a href="http://tuckerga.gov/bids">http://tuckerga.gov/bids</a>, the DOAS/Georgia Procurement Registry Website or may be requested by emailing procurement@tuckerga.gov.

# SCOPE OF WORK

- 1. 2109 Lavista Executive Park
  - a. Remove 115 linear feet of curb and gutter.
  - b. Replace with new curb and gutter at adjusted height per the accompanying exhibit, 115 LF.
  - c. Mill 1-1/2" of existing asphalt at saw cut edge, replace with 1-1/2" 12.5 mm overlay course and 19 mm Leveling asphalt of varying depths to match replaced gutter elevation, average depth 4", 250 SY.
  - d. Tack Coat
  - e. Clean work area.
  - f. Reference schedule of values from Bid Form for particular scope
- 2. 2115 Carthage Road
  - a. Remove 80 linear feet of curb and gutter.
  - b. Replace with new curb and gutter at adjusted height per the accompanying exhibit, 80 LF.
  - c. Mill 1-1/2" of existing asphalt at saw cut edge, replace with 1-1/2" 9.5 mm overlay course and 19 mm Leveling asphalt of varying depths to match replaced gutter elevation, average depth 4", 160 SY.
  - d. Tack Coat.
  - e. Clean work area.
  - f. Reference schedule of values from Bid Form for particular scope
- 3. 5356 Stillwater Court
  - a. Remove 120 linear feet of curb and gutter.
  - b. Replace with new curb and gutter at adjusted height per the accompanying exhibit, 120 LF.
  - c. Mill 1-1/2" of existing asphalt at saw cut edge, replace with 1-1/2" 9.5 mm overlay course and 19 mm Leveling asphalt of varying depths to match replaced gutter elevation, average depth 4", 200 SY.
  - d. Tack Coat.
  - e. Clean work area.
  - f. Reference schedule of values from Bid Form for particular scope

# GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- The Contractor shall maintain access to residential properties as necessary by detours or covering of the work area when not mobilized.
- The Contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by Special Provision 150 of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
- The Contractor will be responsible for calling in and identifying utility locations. The City shall be notified of any potential utility conflicts.
- The work is intended to be conducted within the city right of way and established drainage easements. If necessary, the city will obtain all easements and right of entries which may be necessary to execute the repair.
- Specifications for repair activities in accordance with Georgia Department of Transportation Standards
- City of Tucker ordinances and regulations.
- OSHA standards and guidelines.
- Any other applicable codes, laws and regulations including but not limited to Section 45- 10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

5% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. City staff will inspect the work as it progresses.

# PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by 120 calendar days. The contractor will be considered substantially complete when all work required by this contract has been completed.

The normal workday for this project shall be 8:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

The work will require the bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at the contractor's expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day for any contract work that is not completed by 120 calendar days. Liquidated damages shall be deducted from the 5% retainage held by the City. The contractor will also be assessed liquidated damages in the amount of \$500.00 per calendar day for not completing any required Punch List work within 45 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

# PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

# BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of ninety (90) days after the bid deadline/opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36-91-70 and 90.

Upon Notice of Award, the successful contractor shall procure and maintain the following insurance policies:

- 1. Commercial General Liability coverage at their sole cos and expense with limits of not less than \$3,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.
- 2. Statutory Workers Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against the City of Tucker and its affiliates.
- 3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.

# **EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work" and included in the bid prices for items on the Bid Schedule.

# TRAFFIC CONTROL

The contractor shall, at all times, conduct their work so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

# **CLEANUP**

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials.

# **SAFETY**

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

# ITB #2025-004 ROAD AND CURB DRAINAGE REPAIRS Exhibit B: Unit Price Cost Proposal

| ITEM<br># | GDOT #   | DESCRIPTION   | UNIT EST UNIT<br>UNITS PRICE |          | - · ·    | TOTAL    |
|-----------|----------|---|------------------------------|----------|----------|----------|
| 1         | 150-1000 | Traffic Control   | per<br>DAY                   | 2        | 50.00    | 100      |
| 2         | 151-1000 | Mobilization  | LS                           | 1        | 700.00   | 700.00   |
| 3         | 432-0206 | Overlay Mill Asph Conc Pvmt, 1-<br>1/2" Depth   | 655.00                       |          |          |          |
| 4         | 400-3205 | 12.5mm Recycled Asph. Conc.12.5mm Superpave, GP 2 Only-<br>including Bituminous Material<br>and H LimeTon25149.14 |                              | 3,728.50 |          |          |
| 5         | 402-1812 | Recycled 19mm Asph Conc,<br>Leveling, Incl Bitum Matl & H<br>Lime   |                              |          | 5,094.00 |          |
| 6         | 610-0355 | REM CONC CURB & GUTTER<br>ALL SIZES   | LF                           | 120      | 44.06    | 5,287.20 |
| 7         | 441-6012 | CONC CURB & GUTTER, 6 IN<br>X 24 IN, TP 2   | LF                           | 120      | 44.06    | 5,287.20 |
| 8         | 611-8050 | Adjust Manhole to Grade EA 1 150.00   |                              | 150.00   |          |          |
| 9         | 413-0750 | TACK COAT   | GAL                          | 175      | 7.29     | 1,275.75 |
| 1         | LOCATION | 1: 2109 LAVISTA EXECUTIVE I   | BTOTAL:                      | \$22,2   | 277.65   |          |

# LOCATION 1: 2109 LAVISTA EXECUTIVE PARK

# LOCATION 2: 2115 CARTHAGE ROAD

| ITEM<br># | GDOT #   | DESCRIPTION  | UNIT       | EST<br>UNITS | UNIT<br>PRICE | TOTAL    |
|-----------|----------|--|------------|--------------|---------------|----------|
| 1         | 150-1000 | Traffic Control  | per<br>DAY | 2            | 50.00         | 100.00   |
| 2         | 151-1000 | Mobilization   | LS         | 1            | 700.00        | 700.00   |
| 3         | 432-0206 | Overlay Mill Asph Conc Pvmt, 1-<br>1/2" Depth  | SY         | 50           | 13.10         | 655.00   |
| 4         | 400-3205 | 12.5mm Recycled Asph. Conc.<br>12.5mm Superpave, GP 2 Only-<br>including Bituminous Material<br>and H Lime | Ton        | 25           | 149.14        | 3,728.50 |
| 5         | 402-1812 | Recycled 19mm Asph Conc,<br>Leveling, Incl Bitum Matl & H<br>Lime  | Ton        | 40           | 127.35        | 5,094.00 |

| ITEM<br># | GDOT #   | DESCRIPTION UNIT EST UNIT<br>UNITS PRICE  |       |     |        | TOTAL    |  |
|-----------|----------|---|-------|-----|--------|----------|--|
| 6         | 610-0355 | REM CONC CURB & GUTTER<br>ALL SIZES       | LF    | 120 | 44.06  | 5,287.20 |  |
| 7         | 441-6012 | CONC CURB & GUTTER, 6 IN<br>X 24 IN, TP 2 | LF    | 120 | 44.06  | 5,287.20 |  |
| 8         | 611-8050 | Adjust Manhole to Grade                   | EA    | 1   | 150.00 | 150.00   |  |
| 9         | 413-0750 | TACK COAT GAL 175                         |       |     | 7.29   | 1,275.75 |  |
|           |          | \$22,2                                    | 77.65 |     |        |          |  |

# LOCATION 2: 2115 CARTHAGE ROAD CONTINUED

LOCATION 3: 5363 STILLWATER COURT

| ITEM<br># | GDOT #   | DESCRIPTION  | UNIT       | EST<br>UNITS | UNIT<br>PRICE | TOTAL    |
|-----------|----------|--|------------|--------------|---------------|----------|
| 1         | 150-1000 | Traffic Control  | per<br>DAY | 2            | 50.00         | 100.00   |
| 2         | 151-1000 | Mobilization   | LS         | 1            | 700.00        | 700.00   |
| 3         | 432-0206 | Overlay Mill Asph Conc Pvmt, 1-<br>1/2" Depth  | SY         | 50           | 13.10         | 655.00   |
| 4         | 400-3205 | 12.5mm Recycled Asph. Conc.<br>12.5mm Superpave, GP 2 Only-<br>including Bituminous Material<br>and H Lime | Ton        | 25           | 149.14        | 3,728.50 |
| 5         | 402-1812 | Recycled 19mm Asph Conc,<br>Leveling, Incl Bitum Matl & H<br>Lime  | Ton        | 40           | 127.35        | 5,094.00 |
| 6         | 610-0355 | REM CONC CURB & GUTTER LF 120  |            | 44.06        | 44.06         |          |
| 7         | 441-6012 | CONC CURB & GUTTER, 6 IN<br>X 24 IN, TP 2  | LF         | 120          | 44.06         | 44.06    |
| 8         | 611-8050 | Adjust Manhole to Grade  | EA         | 1            | 150.00        | 150.00   |
| 9         | 413-0750 | TACK COAT  | 1,275.75   |              |               |          |
|           |          | 5363 STILLWATER CO   | \$22,      | 277.65       |               |          |

|  | COST PROPOSAL |
|--|---------------|
| LOCATION 1: 2109 LAVISTA EXECUTIVE<br>PARK | \$22,277.65   |
| LOCATION 2: 2115 CARTHAGE ROAD             | \$22,277.65   |
| LOCATION 3: 5363 STILLWATER COURT          | \$22,277.65   |
| COST PROPOSAL TOTAL:                       | \$66,832.95   |

\*In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

# **Proposal Price Certification**

In compliance with the attached specification, the undersigned understands the City's minimum scope requirements.

The undersigned offers and agrees that if this proposal is accepted by the Mayor and City Council within one hundred twenty (120) days of the date of proposal opening, that the undersigned will furnish any or all of the deliverables and additional services offered, at the quoted price, to the designated point(s) within the time specified.

COMPANY Georgia Paving LLC

ADDRESS 3625 Buford Highway, Duluth, GA 30096

AUTHORIZED SIGNATURE

PRINT / TYPE NAME Ed Livingston

PHONE NUMBER 770-330-4994

EMAIL ADDRESS elivingston@georgiapaving.com

| Depart  | W-9<br>farch 2024)<br>ment of the Treasury<br>Revenue Service             |   | Request f<br>Identification Num  |   | Give form to the requester. Do not send to the IRS. |                              |  |  |  |  |
|---|---|---|--|---|---|------------------------------|--|--|--|--|
|   |   |   | d to the purpose of Form W-9, see  |   |   |                              |  |  |  |  |
|   |   | ndividual. An ent                                     | ry is required. (For a sole proprietor or d  |   |   | 1, and enter                 | r the business/disregarded   |  |  |  |
|   | Georgia Pavin   | g, LLC  |  |   |   |                              |  |  |  |  |
| -   | 2 Business nama/disregarded entity name, if different from above.         |   |  |   |   |                              |  |  |  |  |
| I page 3.   | 3a Check the appr<br>only one of the                                      | certain e   | ons (codes apply only to<br>antities, not individuals;<br>ructions on page 3):   |   |   |                              |  |  |  |  |
| 5   | =   | •••   | C corporation S corporati  |   | Trust/estate  | Examples                     | use code Stand   |  |  |  |
| Print or type.<br>c Instructions                    | Note: Chec<br>classificatio   | the "LLC" box a                                       | Ion (C = C corporation, S = S corporatio<br>above and, in the entry space, enter the a<br>ass it is a disregarded entity. A disregard<br>of its owner.   | appropriate code (C, S, or P)   | ) for the tax<br>ock the appropriate                | Exemption<br>Complianc       | yee code (if any)<br>from Foreign Account Tax<br>e Act (FATCA) reporting |  |  |  |
| <u>F</u> S  | 🗌 Other (see i  | structions)   |  |   |   | code (if an                  | v)   |  |  |  |
| Print or type.<br>See Specific Instructions on page | and you are pro   | viding this form                                      | rship" or "Trust/estate," or checked "LL4<br>to a partnership, trust, or estate in whi<br>partners, owners, or beneficiaries. See In   | ch you have an ownership  |   |                              | to accounts maintained<br>le the United States.)                         |  |  |  |
| See   | 5 Address (number<br>3625 Buford Hi                                       | • • •   | . or suite no.). See instructions.   |   | Requester's name a                                  | and address                  | (optional)   |  |  |  |
|   | 6 City, state, and 2 Duluth GA, 300                                       |   |  |   |   |                              |  |  |  |  |
| 1   | 7 List account nur  | <u>.</u>  | onal)  |   |   |                              |  |  |  |  |
| Part  | Тахраус   | r Identifica  | tion Number (TIN)  |   |   |                              |  |  |  |  |
| residen<br>entities<br>TIN, lat<br>Note: l          | it allen, sole propr<br>, it is your employ<br>er.<br>f the account is in | etor, or disreg<br>ar Identification<br>more than one | s is generally your social security nu<br>arded entity, see the instructions fo<br>number (EIN). If you do not have a<br>name, see the instructions for line<br>plines on whose number to enter. | r Part I, later. For other<br>number, see How to ge   | et a or Employer                                    |                              | n number<br>3 0 7 3 1  |  |  |  |
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| 2. I am<br>Servi                                    | not subject to bac  | kup withholdin<br>subject to bac                      | r correct taxpayer identification nun<br>ig because (a) I am exempt from ba<br>kup withholding as a result of a failu<br>ing; and  | ckup withholding, or (b)  | I have not been no                                  | tified by th                 | e Internal Revenue   |  |  |  |
|   |   | •   | n (defined below); and   |   |   |                              |  |  |  |  |
|   |   |   | rm (if any) indicating that I am exem  | • •   | •   |                              |  |  |  |  |
| ecause<br>cquisit                                   | e you have falled to<br>ion or abandonme                                  | report all intere<br>t of secured pr                  | is out item 2-above if you have been<br>est and dividends on your tax return,<br>openy, cancellation of deby, contribu<br>not required to sign the certification,                                | For real estate transactio<br>tions to an individual reti   | ins, item 2 does not<br>rement arrangemen           | apply. For it (IRA), and     | mortgage interest paid,<br>, generally, payments                         |  |  |  |
| Sign<br>Here  | Signature of U.S. person  | Z   | Sul  | D   | ate 7/2   | 29/                          | 24   |  |  |  |
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| oted.   |   |   | venue Code unless otherwise  | to another flow-throu   | ners, or beneficiarie<br>Igh entity in which        | es when it p<br>It has an ov | provides the Form W-9<br>wnership interest. This                         |  |  |  |
| elated 1  |   | s instructions,                                       | ormation about developments<br>such as legislation enacted<br>gov/FormW9.  | change is intended to<br>regarding the status<br>beneficiaries, so that                             | of its indirect foreig<br>it can satisfy any a      | in partners,<br>applicable r | owners, or   |  |  |  |
| Vhat  | 's New  |   |  | partners may be requirements. For example, partners may be requiremented by Partnership Instruction | lired to complete S                                 | Schedules K                  | K-2 and K-3. See the   |  |  |  |
|   |   |   | a disregarded entity completes<br>tity should check the  | Purpose of Fo   |   |                              | ,  |  |  |  |
| ppropri   | iate box for the ta   | classification  | of its owner. Otherwise, it<br>appropriate tax classification.   | An Individual or entity<br>Information return wit   | (Form W-9 reques                                    | ster) who is<br>you this for | required to file an<br>m because they                                    |  |  |  |
| ····  |   |   | Cat. No. 10231X  |   |   | F                            | orm <b>W-9</b> (Rev. 3-2024)   |  |  |  |

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of Income, prizes, awards, or gross proceeds).

Form 1099-NEC (nonemployee compensation).

 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

. Form 1099-S (proceeds from real estate transactions).

· Form 1099-K (merchant card and third-party network transactions).

 Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

Form 1099-C (canceled debt).

Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: if you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

 Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See What is FATCA Reporting, later, for further information.

Note: if you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

· An individual who is a U.S. citizen or U.S. resident alien;

A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

An estate (other than a foreign estate); or

A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entitles.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

 In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

 In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

 In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding. Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(i)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1884) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident allen of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the Information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate instructions for the Requester of Form W-9 for more information.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

#### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for faisifying information. Willfully faisifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TiNs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# **Specific Instructions**

#### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7-application; line 1a: This should also be the same asthe name you entered on the Form 1040 you filed with your application.

• Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

 Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• Disregarded entity. In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

Page 3

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

#### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

| IF the entity/individual on line 1 is a(n)   | THEN check the box for   |
|--|--|
| Corporation  | Corporation.   |
| <ul><li>Individual or</li><li>Sole proprietorship</li></ul>  | Individual/sole proprietor.  |
| <ul> <li>LLC classified as a partnership<br/>for U.S. federal tax purposes or</li> <li>LLC that has filed Form 8832 or<br/>2553 electing to be taxed as a<br/>corporation</li> </ul> | Limited liability company and<br>enter the appropriate tax<br>classification:<br>P = Partnership,<br>C = C corporation, or<br>S = S corporation. |
| Partnership  | Partnership.   |
| Trust/estate   | Trust/estate.  |

#### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

#### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

 Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

 Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

 Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2-The United States or any of its agencies or instrumentalities.

3-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5-A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8-A real estate investment trust.

9-An entity registered at all times during the tax year under the investment Company Act of 1940.

10-A common trust fund operated by a bank under section 584(a).

11-A financial institution as defined under section 581.

12-A middleman known in the Investment community as a nominee or custodian.

13-A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for  | THEN the payment is exempt for  |  |  |  |  |
|--|---|--|--|--|--|
| Interest and dividend payments   | All exempt payees except for 7.   |  |  |  |  |
| Broker transactions  | Exempt payees 1 through 4 and 6<br>through 11 and all C corporations.<br>S corporations must not enter an<br>exempt payee code because they<br>are exempt only for sales of<br>noncovered securities acquired<br>prior to 2012. |  |  |  |  |
| Barter exchange transactions     and patronage dividends                                     | Exempt payees 1 through 4.  |  |  |  |  |
| Payments over \$600 required to<br>be reported and direct sales over<br>\$5,000 <sup>1</sup> | Generally, exempt payees<br>1 through 5. <sup>2</sup>   |  |  |  |  |
| Payments made in settlement of<br>payment card or third-party<br>network transactions        | Exempt payees 1 through 4.  |  |  |  |  |

<sup>1</sup>See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payaes that parses and the management of the united states by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B-The United States or any of its agencies or instrumentalities.

C-A state, the District of Columbla, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i). F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G-A real estate investment trust.

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the investment Company Act of 1940.

I-A common trust fund as defined in section 584(a).

J-A bank as defined in section 581.

K-A broker.

L-A trust exempt from tax under section 664 or described in section 4947(a)(1).

M-A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident allen and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4-Or W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S.* status for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to altorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The Individual  |
| <ol> <li>Two or more individuals (joint account)<br/>other than an account maintained by<br/>an FFI</li> </ol> | The actual owner of the account or,<br>if combined funds, the first individual<br>on the account <sup>1</sup> |
| <ol> <li>Two or more U.S. persons<br/>(joint account maintained by an FFI)</li> </ol>                          | Each holder of the account  |
| <ol> <li>Gustodial account of a minor<br/>(Uniform Gift to Minors Act)</li> </ol>                              | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust<br>(grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not   | The actual owner <sup>1</sup>   |
| <ol> <li>Sole proprietorship or disregarded<br/>entity owned by an individual</li> </ol>                       | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional<br>Filing Method 1 (see Regulations<br>section 1.671-4(b)(2)(I)(A))**   | The grantor*  |

| For this type of account:  | Give name and EIN of:-    |
|--|---------------------------|
| 8. Disregarded entity not owned by an<br>Individual  | The owner                 |
| 9. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup> |
| 10. Corporation or LLC electing corporate<br>status on Form 8832 or Form 2553  | The corporation           |
| 11. Association, club, religious, charitable,<br>educational, or other tax-exempt<br>organization  | The organization          |
| 12. Partnership or multi-member LLC  | The partnership           |
| 13. A broker or registered nominee   | The broker or nominee     |
| 14. Account with the Department of<br>Agriculture in the name of a public<br>entity (such as a state or local<br>government, school district, or prison)<br>that receives agricultural program<br>payments | The public entity         |
| 15. Grantor trust filing Form 1041 or<br>under the Optional Filing Method 2,<br>requiring Form 1099 (see Regulations<br>section 1.671-4(b)(2)(i)(8))**   | The trust                 |

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>9</sup>You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotilne at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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#### Form W-9 (Rev. 3-2024)

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PiN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-386-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.identityTheft.gov* and Pub. 5027.

Go to www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file Information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and Intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 4/22/2025

| C<br>B  | ERT<br>ELC   | CERTIFICATE IS ISSUED AS A I<br>TFICATE DOES NOT AFFIRMATI<br>DW. THIS CERTIFICATE OF INS<br>RESENTATIVE OR PRODUCER, AN   | VEL`<br>URA  | Y OR<br>NCE   | NEGATIVELY AMEND,<br>DOES NOT CONSTITUT   | EXTE   | ND OR ALT  | ER THE CO   | VERAGE AFFORDED B  | BY THE                               | POLICIES   |
|---|--|--|--|---|---|--|--|---|--|--------------------------------------|--|
| lf  | SU   | RTANT: If the certificate holder i<br>BROGATION IS WAIVED, subject<br>vertificate does not confer rights to  | to th  | ne tei  | rms and conditions of th  | e polic  | certain po   | olicies may   |  |                                      |  |
| PRO   | DUCE   | ER   |  |   |   | CONTA<br>NAME:   |  | /   |  |                                      |  |
| Re  |  | o Insurance Advisors, LLC<br>I. 16th Street,   |  |   |   |  | o, Ext): 602-75  | 3-4250  | FAX<br>(A/C, No):  | 602-41                               | 9-2242   |
|   |  | 100  |  |   |   | É-MAII   | ss: certificate  |   | lvisors.com  |                                      |  |
| Ph  | Phoenix AZ 85020   |  |  |   |   |  | INS  | SURER(S) AFFOR  | RDING COVERAGE   |                                      | NAIC #   |
|   |  |  |  |   |   | INSURE   | RA: Enduran  | ce American   | Insurance Co   |                                      | 10641  |
| INSU  |  | Devine A Surland Company   |  |   | 6934  | INSURE   | кв: Traveler   | s Property Ca   | asualty Co of Amer   |                                      | 25674  |
|   |  | ia Paving, A Sunland Company<br>Buford Hwy   |  |   |   | INSURE   | R c : Homelar  | nd Insurance  | Company of New Yark  |                                      | 34452  |
|   |  | GA 30096   |  |   |   | INSURE   | R D : Traveler   | s Excess and  | I Surplus Lines Company  |                                      | 29696  |
|   |  |  |  |   |   | INSURE   | RE: National   | Union Fire Ir   | surance Co of Pittsburgh   | PA                                   | 19445  |
|   |  |  |  |   |   | INSURE   | RF:  |   |  |                                      |  |
|   |  |  |  |   | NUMBER: 1879624234  |  |  |   | REVISION NUMBER:   |                                      |  |
| IN<br>CI<br>E)  | DIC.<br>ERT  | IS TO CERTIFY THAT THE POLICIES<br>ATED. NOTWITHSTANDING ANY RE<br>IFICATE MAY BE ISSUED OR MAY I<br>JSIONS AND CONDITIONS OF SUCH   | QUIR<br>Pert<br>Polic                              | EME<br>AIN,<br>CIES.                                  | NT, TERM OR CONDITION<br>THE INSURANCE AFFORDI<br>LIMITS SHOWN MAY HAVE   | of an'<br>Ed by  | Y CONTRACT<br>THE POLICIE<br>REDUCED BY  | OR OTHER I<br>S DESCRIBEI<br>PAID CLAIMS.                         | DOCUMENT WITH RESPE<br>D HEREIN IS SUBJECT TO  | ст то и                              | WHICH THIS   |
| INSR<br>LTR   |  | TYPE OF INSURANCE  | INSD   | SUBR<br>WVD   | POLICY NUMBER   |  | POLICY EFF<br>(MM/DD/YYYY)   | POLICY EXP<br>(MM/DD/YYYY)  | LIMIT  | s                                    |  |
| Е   | Х  | COMMERCIAL GENERAL LIABILITY   | Y  | Y   | GL9925617   |  | 4/1/2025   | 4/1/2026  | EACH OCCURRENCE  | \$2,000                              | ,000   |
|   |  | CLAIMS-MADE X OCCUR  |  |   |   |  |  |   | PREMISES (Ea occurrence)   | \$ 500,0                             | 00   |
|   |  |  |  |   |   |  |  |   | MED EXP (Any one person)   | \$25,00                              | 0  |
|   |  |  |  |   |   |  |  |   | PERSONAL & ADV INJURY  | \$2,000                              | ,000   |
|   | GE   |  |  |   |   |  |  |   | GENERAL AGGREGATE  | \$4,000                              | ,000   |
|   |  | POLICY X PRO-<br>JECT LOC  |  |   |   |  |  |   | PRODUCTS - COMP/OP AGG   | \$4,000                              | ,000   |
| -   |  | OTHER:   |  | ~   | 0.4.0775007   |  | 4/4/0005   |   | COMBINED SINGLE LIMIT  | \$                                   | 000  |
| Е   |  |  | Y  | Y   | CA9775927   |  | 4/1/2025   | 4/1/2026  | (Ea accident)  | \$2,000                              | ,000   |
|   | Х  | ANY AUTO   |  |   |   |  |  |   | BODILY INJURY (Per person)   | \$                                   |  |
|   | Х  | AUTOS ONLY AUTOS<br>HIRED X NON-OWNED  |  |   |   |  |  |   | BODILY INJURY (Per accident)<br>PROPERTY DAMAGE  | \$<br>\$                             |  |
|   | ^  |  |  |   |   |  |  |   | (Per accident)   | э<br>\$                              |  |
| С   | Х  | UMBRELLA LIAB X OCCUR  | Y  | Y   | CXP-016711-01   |  | 4/1/2025   | 4/1/2026  |  |                                      | 0.000  |
| D   | <u>^</u>   |  |  |   | EX-2T42594A-24-NF   |  | 4/1/2025   | 4/1/2026  | EACH OCCURRENCE  | \$ 15,00                             |  |
|   |  | CEAIMG-MADE  |  |   |   |  |  |   | AGGREGATE  | \$ 15,00                             | 0,000  |
| Е   | wo   | DED X RETENTION \$ \$10,000<br>RKERS COMPENSATION  |  | Y   | WC072113252   |  | 4/1/2025   | 4/1/2026  | X PER OTH-<br>STATUTE ER   | \$                                   |  |
|   |  | D EMPLOYERS' LIABILITY<br>PROPRIETOR/PARTNER/EXECUTIVE   |  |   |   |  |  |   | STATUTE   ER     E.L. EACH ACCIDENT  | \$ 2,000                             | 000  |
|   | OFF  | CER/MEMBEREXCLUDED?  | N/A  |   |   |  |  |   | E.L. DISEASE - EA EMPLOYEE   |                                      |  |
|   | Ìf ve  | s, describe under<br>CRIPTION OF OPERATIONS below  |  |   |   |  |  |   | E.L. DISEASE - POLICY LIMIT  | \$ 2,000                             |  |
| Ā   | Pro  | f/Poll Liabilty  |  | Y   | PNV10015397701  |  | 4/1/2025   | 4/1/2026  | Aggregate/Each Claim   | \$5,00                               | 0,000  |
| В   | Inst<br>Avia   | allation Floáter<br>ation Liability  |  | Y   | QT-630-3S841370-TIL-24  |  | 8/1/2024   | 8/1/2025  | Any One Jobsite  | \$2,00                               | 0,000  |
| Cer<br>nor<br>app<br>limi<br>Aut<br>The<br>Lea<br>See | tifica<br>-con<br>lies<br>tatic<br>omc<br>s \$10<br>sed<br>sed | TION OF OPERATIONS / LOCATIONS / VEHICL<br>ate holder is hereby included as Add<br>htributory basis if required by written<br>to the General Liability, Automobile<br>ons of the policies. The above refere<br>bile Liability and Employers Liability<br>00,000 is the limit for hired auto phys<br>/Rented Equipment – Limit Per Item<br>ached<br>FICATE HOLDER | litiona<br>cont<br>Liabi<br>enced<br>/Wor<br>sical | al Ins<br>ract s<br>lity ar<br>Exce<br>kers (<br>dama | ured with respects to the G<br>subject to all provisions and<br>nd Employers Liability/Worl<br>ess/Umbrella Liability policy<br>Compensation.<br>ge. Deductibles are \$250/\$ | eneral<br>I limitat<br>kers Cc<br>/ is follo<br>5500.<br>CANC<br>SHC | Liability, Auto<br>ions of the po<br>ompensation i<br>ow-form and p<br>CELLATION | mobile Liabil<br>licies. Waiver<br>f required by<br>provides addi | ity and Umbrella Liability or<br>r of Subrogation in favor or<br>written contract subject to | of Certifie<br>all provor<br>or Gene | cate Holder<br>visions and<br>eral Liability,<br>ED BEFORE |
|   |  | City of Tucker<br>1975 Lakeside Parkway, S<br>Tucker, GA 30234   | uite   | 350   |   | ACC  | RIZED REPRESE  | TH THE POLIC  | Y PROVISIONS.  |                                      |  |
|   |  |  |  |   |   |  | © 19   | 88-2015 AC  | ORD CORPORATION.   | All righ                             | nts reserved.  |

0004

|  | AGEN      | ICY CUSTOMER ID: 6934   |      |   |    |   |
|--|-----------|---|------|---|----|---|
|  |           | LOC #:  |      |   |    |   |
| ACORD <sup>®</sup> ADDITIONA   | LREMA     | ARKS SCHEDULE   | Page | 1 | of | 1 |
| AGENCY<br>Reseco Insurance Advisors, LLC<br>POLICY NUMBER  |           | NAMED INSURED<br>Georgia Paving, A Sunland Company<br>3625 Buford Hwy |      |   |    |   |
|  |           | Duluth GA 30096   |      |   |    |   |
| CARRIER  | NAIC CODE | EFFECTIVE DATE:   |      |   |    |   |
| ADDITIONAL REMARKS   |           |   |      |   |    |   |
| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC  |           |   |      |   |    |   |
| FORM NUMBER: 25 FORM TITLE: CERTIFICATE O  | ,         | NSURANCE  |      |   |    |   |
| Carrier/NAIC #: Travelers Property Casualty Co of America / 3119<br>Policy Number: QT-630-3S841370-TIL-24<br>Policy Term: 8/1/2024 – 8/1/2025  | 4         |   |      |   |    |   |
| Cyber Liability – Aggregate Limit \$5,000,000<br>Carrier/NAIC #: Palomar Excess and Surplus Insurance Company<br>Policy Number: PLM-CB-S5KOFRQYX-003<br>Policy Term: 04/01/2025 - 04/01/2026<br>Cyber Liability includes Privacy, Security and Data Breach.  | / 16754   |   |      |   |    |   |
| Crime/Employee Dishonesty – Limit/Deductible: \$1,000,000 / \$10,<br>Carrier/NAIC #: Hudson Insurance Company / 25054<br>Policy Number: SXS31210420<br>Policy Term: 1/13/2021 – 1/13/2027  | 000       |   |      |   |    |   |
| Aviation Liability – Limit: \$1,000,000<br>Carrier/NAIC #: American Alternative Ins Corp / 19720<br>Policy Number: 9044202<br>Policy Term: 04/01/2025 - 04/01/2026   |           |   |      |   |    |   |
| Technology Errors & Omissions: Limit \$5,000,000<br>Carrier/NAIC #: Endurance American Insurance Co / 10641<br>Policy Number: PNV10015397700<br>Policy Term: 04/01/2025 - 04/01/2026<br>City of Tucker is named additional insured if required by written co | ontract.  |   |      |   |    |   |
|  |           |   |      |   |    |   |
|  |           |   |      |   |    |   |
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|  |           |   |      |   |    |   |
|  |           |   |      |   |    |   |
|  |           |   |      |   |    |   |

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2025

forms a part of Policy No. WC 072113252

Issued to SUNLAND ASPHALT & CONSTRUCTION, LLC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

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

#### Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Covered States: AZ CO NM NV TX GA

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

DEPH.M. 204

WC 00 03 13 (Ed. 04/84) Countersigned by

Authorized Representative

Archive Copy

#### ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2025 forms a part of

Policy No. CA 977-59-27 issued to SUNLAND ASPHALT & CONSTRUCTION INC SUNLAND ASPHALT & CONSTRUCTION, LLC

#### By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within <u>30</u> days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

- 1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
- 2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

<sup>7</sup> Authorized Representative

#### ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025 forms a part of

policy No CA9775927 issued to Sunland Asphalt & Construction Inc Sunland Asphalt & Construction, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

# ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

#### SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

- I. SECTION II COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is Insured, is amended to add:
  - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
    - (1) The coverage and/or limits of this policy, or
    - (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

This endorsement, effective 12:01 A.M. 04/01/2025 forms a part of

policy No. CA 977-59-27 issued to Sunland Asphalt & Construction Inc Sunland Asphalt & Construction, LLC by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

R

Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

#### **ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2025 forms a part of Policy No. 977-59-27 issued to SUNLAND ASPHALT & CONSTRUCTION by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

#### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

Serben Huch

AUTHORIZED REPRESENTATIVE

#### ENDORSEMENT #

This endorsement, effective 12:01 A.M.04/01/2025 forms a part of

Policy No.GL 992-56-17 issued to SUNLAND ASPHALT & CONSTRUCTION INC SUNLAND ASPHALT & CONSTRUCTION, LLC

#### By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within <u>30</u> days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

- 1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
- 2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

<sup>'</sup> Authorized Representative

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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location(s) Of Covered Operations |  |  |  |
|--|-----------------------------------|--|--|--|
| ANY PERSON OR ORGANIZATION WHOM YOU<br>BECOME OBLIGATED TO INCLUDE AS AN<br>ADDITIONAL INSURED AS A RESULT OF ANY<br>CONTRACT OR AGREEMENT YOU HAVE ENTERED<br>INTO. | PER THE CONTRACT OR AGREEMENT.    |  |  |  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.   |                                   |  |  |  |

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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

- 2. 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.
- **C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

#### ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025 forms a part of

policy No.GL 992-56-17 issued to SUNLAND ASPHALT & CONSTRUCTION INC SUNLAND ASPHALT & CONSTRUCTION, LLC

#### by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

## AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

| [X] Per Project General Aggregate Limit                 | \$<br>2,000,000 |
|---|-----------------|
| [] Per Location General Aggregate Limit                 | \$              |
| [] Per Project and Per Location General Aggregate Limit | \$              |

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

- **II. SECTION III LIMITS OF INSURANCE** , is amended to include the following:
  - **1.** The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - **b.** Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 2. 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.
  - The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
  - 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
  - 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
    - a. Damages under Coverage A; and
    - **b.** Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- 8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
  - **a.** Damages under Coverage **A**;
  - **b.** Damages under Coverage **B**; and
  - c. Medical Expenses under Coverage C

arising out of any single Project described above.

- 9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
  - **a.** Damages under Coverage **A**;
  - **b.** Damages under Coverage **B**; and
  - c. Medical expenses under Coverage C

arising out of the any single Location described above.

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

**III.** The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

|   | L  | Limits of Insurance |  |
|---|----|---------------------|--|
| General Aggregate Limit                           | \$ | 10,000,000          |  |
| Each Occurrence Limit                             | \$ | 1,000,000           |  |
| Products-Completed Operations Aggregate Limit     | \$ | 2,000,000           |  |
| Personal & Advertising Injury Limit               | \$ | 1,000,000           |  |
| Damage to Premises Rented to You                  | \$ | 500,000             |  |
| Medical Expense Limit                             | \$ | 25,000              |  |
| Per Project General Aggregate Limit, Per Location | \$ | 2,000,000           |  |
| General Aggregate Limit or Per                    |    |                     |  |
| Project and Per Location General Aggregate Limit  |    |                     |  |

- **IV. SECTION V DEFINITIONS**, is amended to include the following:
  - **23.** "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 railroad.

All other terms and conditions of this policy remain the same.

Authórized Representative or

/Authórized Representative or Countersignature (in States Where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY -OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

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

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

COMMERCIAL GENERAL LIABILITY

CG 24 04 12 19

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

#### SCHEDULE

#### Name of Person(s) Or Organization(s):

any person or organization required per contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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

# **BLANKET LOSS PAYEES**

This endorsement modifies insurance provided under the

COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

**b.** Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker. **Emergency Mitigation Actions**, but in no event later than seventy-two (72) hours after the **Pollution Condition(s)** or **Biological Agent Condition(s)** has been discovered.

# M. NOTICE OF CIRCUMSTANCES

If during the **Policy Period** any **Insured** first becomes aware of any fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, or **Biological Agent Condition(s)** which may reasonably be expected to give rise to a **Claim** that would be covered under this **Policy**, and provided that the **Insured** gives written notice to the Company of such fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, or **Biological Agent Condition(s)** during the **Policy Period**, then any **Claim** that may subsequently be made against any **Insured** arising out of such fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, or **Biological Agent Condition(s)** shall be deemed for purposes of this **Policy** to have been made during the **Policy Period**.

As a condition precedent to exercising its rights hereunder, the **Insured** shall include within any such notice a full description of the fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, or **Biological Agent Condition(s)**, that is the subject of the notice, the nature or extent of the injury or potential damages, the names of the potential claimants, the manner in which the **Insured** first became aware of such fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, **Biological Agent Condition(s)**, and give the Company any such additional information and cooperation as it may reasonably request.

# N. OTHER INSURANCE

This **Policy** shall be in excess of the amount of the applicable Self-Insured Retention of this **Policy** and excess of any other insurance or indemnification available to the **Insured**, whether such insurance or indemnification is collectible or uncollectible, and whether such insurance is stated to be primary, pro rata, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this **Policy**. However, under Coverage A, when the **Insured** is required by contract, agreement or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

# O. REPRESENTATIONS AND COVENANTS

The **First Named Insured** acknowledges and agrees that:

- 1. The information, warranties and representations contained in the **Application** submitted by the **Insured** as well as in all supplemental documents provided herewith are true, correct and complete;
- 2. The Company has issued this **Policy** in specific reliance upon the truth and accuracy of the warranties and representations contained in the **Application**; and
- 3. All activities of the **Insured** have been and will be conducted in full compliance with **Environmental Laws**.

The **Application**, the Declarations and endorsements, if any, are incorporated into, and are part of, this **Policy** and embody all agreements existing between the **First Named Insured** and the Company and supersede all prior agreements, whether written or oral, expressed or implied.

# P. SEPARATION OF INSURED

Except with respect to the Limits of Liability, the Insured versus Insured exclusion and the Known Conditions exclusion under the Exclusions section, and any rights or duties specifically assigned to the **Insured**, this **Policy** applies:

- 1. As if each **Insured** were the only **Insured**; and
- 2. Separately to each **Insured** against whom a **Claim** is made.

In the event of any misrepresentation, concealment, breach of condition or violation of any obligation under this **Policy** by any one **Insured**, such misrepresentation, concealment, breach of condition or violation of any obligation will not prejudice any other **Insured** that did not participate or assist in, or have knowledge of, such misrepresentation, concealment, breach of condition or violation of any obligation unless the **Insured** that misrepresented, concealed or breached a term or condition of or violated an obligation under this **Policy** is a parent, subsidiary or affiliate of the **Insured**.

# Q. SUBROGATION

In the event that the Company pays any amount under this **Policy**, the Company shall be subrogated to all of each **Insured's** rights of recovery against any person or organization. All **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No **Insured** shall do anything to waive or prejudice such rights. Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the Company, shall be applied first to the **Insured** to the extent of any payments in excess of the Limits of Liability under this **Policy**, if any, then to the Company to the extent of its payment under the **Policy**, and then to the **Insured** to the extent of any retention or deductible. However, if the **Insured** has, prior to the time the **Wrongful Act(s)**, **Pollution Condition(s)**, **Biological Agent Condition(s)** is discovered or the **Damages**, **Bodily Injury**, **Property Damage** or **Cleanup Costs** to which this **Policy** applies takes place, waived subrogation rights against a person or organization in a written contract or agreement, the Company hereby waives any rights of recovery against such person or organization, provided that such person or organization is not a subcontractor of the **Insured**.

## R. TERRITORY

This **Policy** only applies to a **Claim** first brought within the United States of America, its territories or possessions, or Canada.

## S. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Any rights and duties under this **Policy** may not be transferred without the Company's prior written consent except in the case of death of an individual **Insured**. If an individual **Insured** dies, the rights and duties will be transferred to the individual **Insured's** legal representative but only while acting within the scope of duties as the individual **Insured's** legal representative. Until the individual **Insured's** legal representative is appointed, anyone having proper temporary custody of the individual **Insured's** property will have the individual **Insured's** rights and duties but only with respect to that property.

## **VIII. DEFINITIONS**

- 16. Emergency Mitigation Action means action that is necessary to clean up a Pollution Condition or Biological Agent Condition has been discovered that presents an immediate, dangerous and significant threat to human health or the environment where any delay by the Insured would cause further injury to persons or damage to property or increase significantly the cost of responding to a potential Claim. Prior written approval from the Company is required after expiration of the 72 hour period before the Insured may incur any additional Cleanup Costs or other costs or expenses to which this Policy would otherwise apply.
- 17. Environmental Damage means physical damage to the environment, including but not limited to surface water, groundwater, soil, flora, or fauna, that results in Cleanup Costs being required. With respect to Biological Agents, Environmental Damage includes physical damage to buildings or structures, or systems within such buildings or structures, that results in Cleanup Costs being required. Environmental Damage shall not include Property Damage.
- 18. Environmental Laws means any federal, state, provincial, foreign or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to Pollution Condition(s) or Biological Agent Condition(s).
- 19. First Named Insured means the person(s) or organization(s) described as the First Named Insured in the Declarations.
- 20. **Green Building Materials** means environmentally preferable, sustainable, and/or energy efficient building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star.
- 21. Insured means:
  - a. The First Named Insured;
  - b. Any entity of which the **First Named Insured** owns, either legally or beneficially, more than a fifty percent (50%) interest on or before the inception date of this **Policy**;
  - c. Any present or former director, officer, manager, partner, principal, trustee, member, shareholder, employee, volunteer, **temporary worker or leased worker** of the **First Named Insured**, but only while acting within the scope of his/her duties as such;
  - d. Any **Insured** with regard to its participation in a legal entity or joint ventures, but only with respect to **Liabilities** arising out of **Professional Services** or **Covered Operations** performed by or on behalf of the **First Named Insured**; **Insured** does not include the legal entity or joint venture itself, except as respects liability assumed by the **First Named Insured** for a **Pollution Condition** or **Biological Agent Condition**;
  - e. With regard to Coverage A COVERED OPERATIONS only, any client of the **First Named Insured** or entity or person that requires the **First Named Insured** in a written contract, agreement, or permit to add such person or organization to this **Policy** as an "Additional Insured", but only to the extent required and up to the limits required in such written contract or agreement;

- f. The estate, heirs, executors, administrators, and legal representatives of each **Insured** in the event of death, incapacity or bankruptcy, but only with respect to the liability of each **Insured** as otherwise covered by this **Policy**;
- g. Any other person or organization listed as an **Insured** by endorsement to this **Policy**;
- h. Any organization newly formed or acquired by the **First Named Insured** during the **Policy Period** and in which, thereafter, the **First Named Insured** has more than a fifty percent (50%) ownership interest. However, coverage for such organization(s) shall apply:
  - i. Only to **Professional Services** or **Covered Operations** performed on or after the date of formation or acquisition or exercised financial or management control; and
  - ii. Until the ninetieth (90<sup>th</sup>) day following the date of formation or acquisition or until the end of the **Policy Period**, whichever is earlier. After the ninetieth (90<sup>th</sup>) day, coverage shall only apply if such organization(s) has been endorsed to the **Policy** by the Company. Before doing so, the Company may, at its sole discretion, require additional information, including but not limited to a completed **Application**, loss history, or information regarding the operations of such organization(s), and may also require an additional premium.

# 22. Insured Contract means:

- a. With respect to any Claim arising from Covered Operations or Professional Services:
  - i. A contract or agreement with a client in which the **Insured** assumes liability for the operations of subcontractors for work performed on behalf of the **Insured** by such subcontractors;
  - ii. A sidetrack agreement;
  - iii. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
  - iv. That part of any other contract or agreement pertaining to Covered Operations or Professional Services of the Insured (including an indemnification of a municipality in connection with work performed for a municipality) under which the Insured has assumed the tort liability of another party to pay for Environmental Damage, Cleanup Costs, Bodily Injury, Property Damage or Damages to a third party. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- b. With respect to any **Claim** arising from a **Scheduled Location** or **Ancillary Location**, a contract or agreement that is approved by the Company and scheduled by endorsement to the **Policy** as an **Insured Contract**.

# 23. Insured Product means:

- a. Any goods or products, other than real property, manufactured, sold, supplied, or distributed by the **Insured**, others trading under the **Insured**'s name or a person or organization whose business or assets the **Insured** has acquired; and
- b. Containers, materials, parts or equipment furnished in connection with such goods or products.

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

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2025

forms a part of Policy No. WC 11-56-9704

Issued to SUNLAND ASPHALT & CONSTRUCTION INC SUNLAND ASPHALT & CONSTRUCTION, LLC By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

#### LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within <u>30</u> days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

- 1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.
- 2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

DE-BH. M.S.

AUTHORIZED REPRESENTATIVE


# CONTRACTORS ENDORSEMENT BLANKET ADDITIONAL INSURED - NON-CONTRIBUTING - WAIVER OF SUBROGATION

In consideration of the premium charged, it is understood and agreed that:

#### A. Additional Insureds

When a written contract, signed prior to an "event" requires that you provide Additional Insured coverage with Limits of Insurance greater than "underlying limits" and "controlling underlying insurance" provides such coverage:

- 1. SECTION II WHO IS AN INSURED is amended to include the Additional Insured as an insured for the lesser of:
  - a. Coverage required by the written contract; or
  - b. Coverage provided by this insurance or "controlling underlying insurance."
- 2. As respects the coverage provided by this endorsement, SECTION III LIMITS OF INSURANCE is amended to add:

Limits of Insurance provided to the Additional Insured will be the lesser of:

- a. Limits required by the written contract; or
- b. Limits available under the applicable Limits of Insurance.
- B. Primary and Non-Contributing

When a written contract signed prior to an "event" requires, for Limits of Insurance greater than "underlying limits," that this insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured, this insurance will apply in this manner provided that:

- 1. the Additional Insured is a Named Insured under such other insurance; and
- 2. all "underlying insurance" applies in the same manner.
- C. Waiver of Subrogation

When a written contract signed prior to an "event" requires, for Limits of Insurance greater than "underlying limits," that we waive our rights of recovery against the Additional Insured, then, to the extent required by the contract, the following is added to SECTION IV – CONDITIONS:

#### Waiver of Rights of Recovery

We waive any right of recovery we may have against the Additional Insured because of any payment we make under this policy. Such waiver by us applies only to the extent that you have waived your right of recovery prior to the "event" causing the "injury or damage."

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)   | Location And Description Of Completed Operations |
|--|--|
| Any person or organization whom you<br>become obligated to include as an<br>additional insured as a result of any<br>contract or agreement you have entered<br>into. | Per the contract or agreement.                   |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 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.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# CONTRACTORS PROFESSIONAL AND POLLUTION LIABILITY POLICY (OCCURRENCE FORM)

FOR THOSE COVERAGES THAT ARE IDENTIFIED AS APPLYING ON A CLAIMS-MADE BASIS, SUCH COVERAGES ARE LIMITED TO CONDITIONS THAT ARE DISCOVERED AND REPORTED DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD(S) FOR CLAIMS THAT ARE FIRST MADE AND REPORTED TO THE INSURER WITHIN THE POLICY PERIOD OR, IF APPLICABLE, THE EXTENDED REPORTING PERIOD(S). THIS POLICY DOES NOT PROVIDE COVERAGE FOR CLAIMS ARISING OUT OF CONDITIONS THAT TOOK PLACE PRIOR TO THE APPLICABLE RETROACTIVE DATE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND WHAT IS NOT COVERED.

# DEFENSE EXPENSES, INCLUDING ATTORNEY FEES AND EXPENSES, ARE INCLUDED WITHIN AND ERODE THE LIMITS OF LIABILITY. OTHER WORDS AND PHRASES THAT APPEAR IN BOLD HAVE SPECIAL MEANING. REFER TO THE DEFINITIONS SECTION.

In consideration of premium paid or payable and in reliance on all statements made and information furnished by the **Insureds** in the underwriting of this **Policy**, and subject to the terms and conditions of this **Policy**, the insurer identified in the Declarations (herein referred to as the "Company") agrees as follows:

#### I. INSURING AGREEMENTS

ONLY THOSE COVERAGES WITH A SPECIFIC LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS ARE APPLICABLE.

# A. COVERAGE A – COVERED OPERATIONS

The Company shall pay, up to the Limits of Liability and in excess of the Self-Insured Retention as specified in the Declarations, on behalf of the **Insured** for:

- 1. Cleanup Costs, Bodily Injury or Property Damage that the Insured becomes legally obligated to pay; and
- 2. Defense Expenses;

that result from **Pollution Condition(s)** or **Biological Agent Condition(s)** caused by **Covered Operations**.

This coverage applies only if the **Environmental Damage**, **Bodily Injury** or **Property Damage** occurs during the **Policy Period**.

If the same **Pollution Condition(s)** or **Biological Agent Condition(s)**, or series of related **Pollution Condition(s)** or **Biological Agent Condition(s)**, results in **Environmental Damage**, **Bodily Injury**, or **Property Damage** that occurs over the **Policy Periods** of two or more Contractor's Pollution Liability policies issued by the Company, such **Environmental Damage**, **Bodily Injury** or **Property Damage** will be deemed to have occurred only during the **Insured's** first such policy under which the **Environmental Damage**, **Bodily Injury** or **Property Damage** is covered. This shall apply even if the date that the **Environmental Damage**, **Bodily Injury** or

**Property Damage** first occurred is prior to the **Policy Period** or is unknown, provided that, the **Environmental Damage**, **Bodily Injury** or **Property Damage** occurs during the **Policy Period** of this **Policy**. Related **Pollution Condition(s)** or **Biological Agent Condition(s)** are those **Pollution Condition(s)** or **Biological Agent Condition(s)** that arise out of, are based on, relate to, or are in consequence of, the same or related or series of related facts, events, circumstances or situations.

B. COVERAGE B – INSURED'S LOCATIONS

THIS COVERAGE APPLIES ON A CLAIMS-MADE BASIS.

The Company shall pay, up to the Limits of Liability and in excess of the Self-Insured Retention as specified in the Declarations, on behalf of the **Insured** for:

- 1. Cleanup Costs;
- 2. Bodily Injury or Property Damage that the Insured becomes legally obligated to pay; and
- 3. Defense Expenses;

that result from **Pollution Condition**(s) at, upon, within, under or migrating from:

- a. A **Scheduled Location** which commenced on or after the applicable **Retroactive Date**, and before the **Policy** terminates, provided that the **Claim** for such **Pollution Condition(s)** is first made and the **Pollution Condition(s)** is first discovered during the **Policy Period**, and reported to the Company during the **Policy Period**, the Automatic Extended Reporting Period or the Optional Extended Reporting Period, if any; or
- b. An Ancillary Location which commenced on or after the Policy inception date and before the Policy terminates, provided that such Pollution Condition(s) is first discovered no more than ten (10) days after commencement of such Pollution Condition(s) and reported to the Company no later than thirty (30) days after the commencement of such Pollution Condition(s), but in any event during the Policy Period, the Automatic Extended Reporting Period, or the Optional Extended Reporting Period, if any.

#### C. COVERAGE C - NON-OWNED DISPOSAL SITES

The Company shall pay, up to the Limits of Liability and in excess of the Self-Insured Retention as specified in the Declarations, on behalf of the **Insured** for:

- 1. Cleanup Costs, Bodily Injury or Property Damage that the Insured becomes legally obligated to pay to parties other than owners, operators or contractors of Non-owned Disposal Sites; and
- 2. Defense Expenses;

resulting from **Pollution Condition(s)** in the processing, treatment or disposal, or the arranging for the processing, treatment or disposal, of waste at, upon, within, under or migrating from **Nonowned Disposal Sites**. This coverage applies only if such waste first originates from **Covered Operations** performed by or on behalf of the **Insured**, provided that:

The Environmental Damage, Bodily Injury or Property Damage occur during the Policy Period. If the same Pollution Condition(s) or series of related Pollution Condition(s) results in Environmental Damage, Bodily Injury or Property Damage that occurs over the Policy Periods of two or more Contractor's Pollution Liability policies issued by the Company, such **Environmental Damage**, **Bodily Injury** or **Property Damage** will be deemed to have occurred only during the **Insured**'s first such policy under which the **Environmental Damage**, **Bodily Injury** or **Property Damage** is covered. This shall apply even if the date that the **Environmental Damage**, **Bodily Injury** or **Property Damage** first occurred is prior to the **Policy Period** or is unknown, provided the **Environmental Damage**, **Bodily Injury** or **Property Damage** first occurred is prior to the **Policy Period** or is unknown, provided the **Environmental Damage**, **Bodily Injury** or **Property Damage** occurs during the **Policy Period** of this **Policy**. Related **Pollution Condition(s)** are those **Pollution Condition(s)** that arise out of, are based on, relate to, or are in consequence of, the same or related or series of related facts, events, circumstances or situations.

#### D. COVERAGE D – PUBLIC RELATION EXPENSES

The Company shall reimburse the **Insured**, up to the Limits of Liability and in excess of the Self-Insured Retention as specified in the Declarations, for **Public Relation Expenses** resulting from **Pollution Condition(s)** or **Biological Agent Condition(s)** or a **Wrongful Act(s)** to which coverage applies under COVERAGE A, COVERAGE B or COVERAGE C, or COVERAGE E of this **Policy**.

#### E. COVERAGE E – PROFESSIONAL LIABILITY

THIS COVERAGE APPLIES ON A CLAIMS-MADE BASIS.

The Company shall pay, up to the Limits of Liability and in excess of the Self-Insured Retention as specified in the Declarations, on behalf of the **Insured** for

1. **Damages**; and

#### 2. Defense Expenses;

that result from a **Wrongful Act**(s) in the performance of or failure to perform **Professional** Services.

This coverage applies only if:

- a. Such **Professional Services** are performed on or after the **Retroactive Date** and before the end of the **Policy Period**; and
- b. The **Claim** is first made against the **Insured** during the **Policy Period**, and reported to the Company during the **Policy Period**, the Automatic Extended Reporting Period, or the Optional Extended Reporting Period, if any

# F. COVERAGE F – PROTECTIVE PROFESSIONAL LIABILITY

#### THIS COVERAGE APPLIES ON A CLAIMS-MADE BASIS.

The Company shall reimburse the **Insured**, up to the Limits of Liability as specified in the Declarations, for **Ultimate Loss** in excess of all applicable limits of liability of the **Design Professionals Insurance** provided that:

1. the **Ultimate Loss** arise out of **Professional Services** performed on or after the **Retroactive Date** and before the end of the **Policy Period**;

- 2. the **Protective Claim** for such **Ultimate Loss** is first made by the **Insured** during the **Policy Period** and reported to the Company during the **Policy Period**, the Automatic Extended Reporting Period or the Optional Extended Reporting Period, if any; and
- 3. the **Insured** has done all that is reasonable and legally permitted in seeking recovery for **Ultimate Loss**.

#### G. COVERAGE G – MITIGATION OF LOSS

The Company shall indemnify the **Insured**, up to the Limits of Liability and in excess of the Self-Insured Retention as specified in the Declarations, for **Mitigation Costs** provided that:

- 1. the **Covered Operations** or **Professional Services** took place on or after the **Retroactive Date** and before the end of the **Policy Period**;
- 2. the **Insured** notifies the Company in writing during the **Policy Period** of the circumstances that would reasonably be expected to lead to such **Claim**; and
- 3. prior written approval by the Company is given after the **Insured** demonstrates that mitigation is reasonable and necessary to prevent or avoid a covered **Claim**.

However, the prior written approval of the Company shall not be required when necessary **Emergency Mitigation Action** is taken within 72 hours after a **Pollution Condition** or **Biological Agent Condition** has been discovered.

# II. DEFENSE, SETTLEMENT and COOPERATION

#### A. DEFENSE AND SETTLEMENT OF CLAIMS

The Company has the right and the duty to defend the **Insured** against any **Claim** to which this **Policy** applies, and may, investigate and settle such **Claims**. The Company shall have the right to designate legal counsel for the investigation, adjustment and defense of **Claims**. The Company's duty to defend any **Claim** shall commence upon notice of a **Claim**, but the Company's duty to pay **Defense Expenses** shall commence only upon the **Insured's** satisfaction of the Self-Insured Retention set forth in the Declarations.

In the event the **Insured** has the legal right to designate independent counsel, the Company will only be obligated to reimburse **Defense Expenses** for such independent counsel at those rates that the Company pays to counsel it retains in the ordinary course of business in the defense of similar claims in the geographical area where the **Claim** is being defended.

The Company's duty to defend the **Insured** shall terminate when the Company establishes: (i) the absence of coverage under the terms and conditions of this **Policy**; or (ii) the Limits of Liability have been exhausted. In such circumstance, the Company shall take reasonably appropriate steps to transfer control of any existing defense to the **Insured**.

The **Insureds** shall not settle or offer to settle any **Claim**, incur **Defense Expenses**, admit any liability, stipulate to any judgment, or otherwise assume any obligation with respect to any **Claim** without the prior written consent of the Company, which shall not be unreasonably withheld. The Company shall not be liable for **Cleanup Costs**, **Bodily Injury**, **Property Damage**, **Environmental Damage**, **Public Relations Expenses**, **Ultimate Loss**, or **Damages** as a result of any offer to settle, settlement, assumed obligation, admission of liability, stipulated judgment, or

**Defense Expenses** to which it has not consented. However, if the **Insureds** are able to fully and finally settle, with prejudice, all **Claims** subject to a single Self-Insured Retention for an aggregate amount, including **Defense Expenses**, that does not exceed such Self-Insured Retention, then the Company's consent is not required for such settlement.

The Company shall have the right to make any investigation it deems necessary and, with the written consent of the **Insured**, make any settlement of a **Claim** covered by this **Policy**. If the Company recommends settlement of a **Claim**, the claimant is willing to agree to such settlement, and the **Insured** refuses to give written consent to settlement as recommended by the Company, then the **Insured** thereafter shall negotiate or defend such **Claim** independently of the Company and on the **Insured's** own behalf. In such event, the Company's liability for any such **Claim** shall be limited to the amount of the proposed settlement, plus **Defense Expenses** incurred up to the time that the **Insured** refused to agree to the proposed settlement, provided that the Company's liability under this **Policy** for such **Claim** shall not exceed the remaining portion of the applicable Limit of Liability.

#### B. COOPERATION

The **Insureds** agree to provide the Company with all information, assistance, and cooperation that the Company reasonably requests with respect to any **Claim**, including, but not limited to, submitting to examination by the Company's representative, attending hearings and depositions, and assisting the Company in the investigation and defense of a **Claim**. The **Insureds** agree that they will not knowingly take any action that will prejudice the Company's position or its potential or actual rights of recovery with respect to any amounts paid under this **Policy**. The **Insureds** shall forward to the Company every demand, pleading, notice, or other process received by or on behalf of the **Insured** in connection with any **Claim**.

# **III. EXCLUSIONS**

This **Policy** does not cover any **Claims** arising out of, based upon, involving directly or indirectly, resulting from or with respect to:

# A. ACTS OF WAR

The consequence of war, invasion, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

#### B. ASBESTOS

COVERAGE B only, the existence, use, sale or clean up of, exposure to or testing for asbestos products, fibers, asbestos dust or asbestos containing products or materials unless specifically endorsed onto this **Policy**. This exclusion does not apply to **Claims** for **Bodily Injury** or **Property Damage**; or **Environmental Damage** for the remediation of naturally occurring asbestos in soil, sediment, groundwater and surface water.

This exclusion shall not apply to **Cleanup Costs** solely incurred for the remediation of asbestos containing material which has been inadvertently impacted (not including any displacement associated with activities including renovation, demolition or abatement) by an accident at a **Scheduled Location** or **Ancillary Location** which commences, in its entirety, during the **Policy Period** and demonstrable by the **Insured**. There shall be no coverage for any costs incurred to

remove, abate, monitor, repair or otherwise address asbestos products, fibers, asbestos dust or asbestos containing products or materials that have not been impacted by such accident.

#### C. COMPLIANCE ACTIONS AND IMPROVEMENTS

COVERAGE B only, funds spent for additions, equipment, upgrades or physical improvements to the **Scheduled Location** or **Ancillary Location** or other property of the **Insured** irrespective of whether actions or improvements were undertaken voluntarily, to assure future compliance with applicable laws, rules or regulations or for any other reason.

#### D. CONTRACTUAL LIABILITY

The liability of others assumed by an **Insured** under any contract or agreement unless:

- 1. The Insured would have such liability in the absence of a contract or agreement; or
- 2. The liability is assumed in a contract or agreement that is an **Insured Contract**, if such contract or agreement existed before the **Pollution Condition**, **Biological Agent Condition**, and/or **Wrongful Act** giving rise to such libility occurs.

#### E. FAULTY WORKMANSHIP/OWN WORK

Faulty construction workmanship (including approval thereof or any materials, parts, or equipment furnished in connection therewith) in any construction, erection, fabrication, installation, assembly, manufacture, or remediation performed by, on behalf of, or at the direction of any **Insured**, or any entity acting in the capacity of an agent, contractor, or subcontractor of any **Insured**.

This Exclusion shall not apply to:

- 1. a **Wrongful Act** committed by any **Insured**, subcontractor, or any other entity for whose acts an **Insured** is legally responsible; or
- 2. a Pollution Condition or Biological Agent Condition resulting from Covered Operations.

#### F. INSURED'S INTERNAL EXPENSES

Any costs, charges or expenses incurred by the **Insured** for goods supplied or services performed by any staff or salaried employees of the **Insured** or the **Insured**'s parent, subsidiary or affiliate (whether or not an **Insured** under this **Policy**).

#### G. INSURED'S OWNED LOCATIONS

Any real property that is or was owned, leased, managed, or rented by (a) the **Insured**, (b) any person or organization with an ownership stake in or management control of the **Insured**, or (c) by any organization in which the **Insured** has an ownership stake or management control.

This exclusion shall not apply to:

- 1. COVERAGE B;
- 2. COVERAGE C or COVERAGE D with respect to any **Scheduled Location(s)** or **Ancillary Location(s)**; or
- 3. Property temporarily leased, rented or occupied for use in the performance of **Covered Operations**, including staging areas or storage of equipment or materials at or near a job site.

#### H. INSURED PRODUCT LIABILITY

Any goods or products designed, manufactured, sold, supplied, or distributed by an **Insured**, or others trading under an **Insured**'s name, including any, materials, parts, components or equipment furnished or installed by or on behalf of the Insured.

This exclusion does not apply to:

- 1. computer software sold or supplied by an **Insured** to its client solely in connection with the **Insured's** rendering or failure to render **Professional Services**;
- 2. any goods or products installed in the course of **Covered Operations** that result in **Cleanup Costs, Bodily Injury** or **Property Damage**; or
- 3. goods or products installed in the course of **Covered Operations** that have been exclusively designed but not manufactured by or on behalf of the **Insured** for use in a specific project.

#### I. INSURED VERSUS INSURED

Any suit, action, demand, complaint or claim by any Insured against any other Insured.

This exclusion shall not apply to **Claims** brought by or against clients for whom the **Professional Services** or **Covered Operations** are or were performed

#### J. INTENTIONAL OR ILLEGAL ACTS

#### Any **Insured's**:

- 1. Intentional, willful, deliberate non-compliance with any statute, regulation, ordinance, administrative complaint or notice of violation, notice letter, executive order or instruction of any governmental agency or body; or
- 2. Dishonest, illegal, fraudulent or criminal act.

This exclusion shall not apply to non-compliance based upon the **Insured's** good faith reliance upon written advice of qualified counsel received in advance of such non-compliance or an **Insured's** reasonable efforts to mitigate a **Wrongful Act(s)**, **Pollution Condition(s)** or **Biological Agent Condition(s)** that necessitates immediate action, provided that such **Wrongful Act(s)**, **Pollution Condition(s)** or **Biological Agent Condition(s)** is reported to the Company within fourteen (14) days of its commencement.

#### K. KNOWN CONDITIONS

Any:

- 1. Claim or circumstance reported under any prior policy or to another carrier;
- 2. Pollution Condition(s) or Biological Agent Condition(s);
- 3. Bodily Injury, Property Damage or Environmental Damage; or
- 4. Wrongful Act;

that was known or discovered by a **Responsible Person** prior to the inception date of this **Policy** and not disclosed in the **Application** for this **Policy** or a prior policy, of which this **Policy** is a renewal, that was issued by the Company. This exclusion applies even if such **Pollution** 

Condition(s), Biological Agent Conditions(s), Bodily Injury, Property Damage, Environmental Damage, or Wrongful Act or circumstance results in a new Claim during the Policy Period of this Policy.

#### L. LEAD-BASED PAINT

COVERAGE B only, the existence, required removal or abatement of lead paint. This exclusion does not apply to **Claims** for **Bodily Injury** or **Property Damage**.

This exclusion shall not apply to **Cleanup Costs** solely incurred for the remediation of lead-based paint which has been inadvertently impacted (not including any displacement associated with activities including renovation, demolition or abatement) by an accident at a **Scheduled Location** or **Ancillary Location** which commences, in its entirety, during the **Policy Period** and is demonstrable by the **Insured**. There shall be no coverage for any costs incurred to remove, abate, monitor, repair or otherwise address lead-based paint that has not been impacted by such accident.

#### M. PROPERTY DAMAGE TO COVERED OPERATIONS AND PRODUCTS

#### Any **Property Damage** to:

- 1. That particular part of real property on which **Covered Operations** are being performed, if the **Property Damage** is caused by such **Covered Operations**;
- 2. That particular part of property or real property that has been constructed, furnished or serviced as part of **Covered Operations**; or
- 3. The **Insured Product**, if the **Property Damage** arises from the **Insured Product** or any part of it.

Subparagraphs 1. and 2. do not apply to **Completed Operations**.

#### N. PROTECTIVE CLAIM

The amount of any default judgment, arbitration award or adjudicator's decision in circumstances where the **Design Professional** has failed to plead and/or provide a defense, response or answer, or take any other procedural step, except that this exclusion shall not apply to the amount of **Ultimate Loss** which the **Insured** would have been entitled to recover from the **Design Professional** had such defense, response or answer been pleaded and/or provided, or procedural step been taken.

In such instance where the **Design Professional** has failed to plead and/or provide a defense, response or answer, or take any other procedural step, the burden of proving the extent of **Ultimate Loss** which the **Insured** would have been entitled to recover from the **Design Professional** will be upon the **Insured**.

#### O. PROTECTIVE CLAIM LEGAL FEES

Attorney's fees and any other costs and expenses incurred by any **Insured** in connection with the making and prosecution of a **Protective Claim**.

#### P. PROTECTIVE LOSS CONSENT

Any settlement that has been reached with the **Design Professional** involving the limits of liability of this **Policy** without the express written consent of the Company, such consent not to be unreasonably withheld or delayed

#### Q. PUNITIVE OR EXEMPLARY DAMAGES

Punitive or exemplary damages, multiplied damages, assessments, fines or penalties (including those arising from criminal actions), except where the law permits insurance to pay such damages and fines.

#### R. SEPARATELY INSURED PROJECTS

Any project that is insured under a project specific professional and/or pollution insurance policy, provided, however, that this exclusion shall not apply where the **Insured's** liability is found to be in excess of the limit of liability available under such project specific professional and/or pollution insurance policy as applicable.

#### S. UNDERGROUND STORAGE TANKS

COVERAGE B only, the existence of any underground storage tank(s), the contents within any underground storage tank(s) and associated underground piping at a **Scheduled Location** or **Ancillary Location**.

This exclusion does not apply to Scheduled Locations with respect to:

- 1. Unknown underground storage tank(s), the contents within any underground storage tank(s) and associated underground piping that the **Insured** had discovered after the inception date of this **Policy**;
- 2. Underground storage tank(s) that are endorsed onto this **Policy**;
- 3. Any underground storage tank(s) that have been closed or abandoned in place in accordance with all applicable **Environmental Laws**; or
- 4. Storage tank(s) located within an accessible subsurface underground vault that can be visually inspected in its entirety.

#### T. WASTE FACILITIES

Any waste or other kind of products or materials transported, shipped or delivered via any automobile, aircraft, watercraft, or rolling stock to any transfer, storage or disposal facility beyond the boundaries of a location at which **Covered Operations** are being performed.

This exclusion shall not apply to:

- 1. COVERAGE C; or
- 2. Transportation to which this Policy applies.

#### U. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

1. Any obligation of any **Insured** under workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar law; or

2. Any actual or alleged refusal to employ, termination of employment, harassment, humiliation or discrimination on any basis, or other employment related practices or policies. This exclusion applies whether the **Insured** may be held liable as an employer or in any other capacity.

# **IV. LIMITS OF INSURANCE**

The limits of this insurance are presented in the following sections regarding "Maximum Aggregate Limit" and separate limits of liability.

# A. MAXIMUM AGGREGATE LIMIT

The Company's total liability hereunder for all **Bodily Injury, Property Damage, Cleanup Costs**, **Damages, Environmental Damage, Ultimate Loss, Mitigation Costs, Public Relations Expenses** and **Defense Expenses** or any other amounts under this **Policy**, including any coverages added by endorsement (unless otherwise indicated), shall not exceed the 'Maximum Aggregate Limit'' specified in the Declarations irrespective of any of the following:

- 1. The number of **Claims** made;
- 2. The number of persons or organizations making **Claims**;
- 3. The number of persons or organizations covered hereunder;
- 4. The number of actual or alleged **Pollution Condition(s)**, **Biological Agent Condition(s)**, or **Wrongful Acts**; or
- 5. The number of times Cleanup Costs, Public Relations Expenses, Bodily Injury, Property Damage, Environmental Damage, Ultimate Loss, Damages, Mitigation Costs are incurred.

# B. LIMITS OF LIABILITY

Subject to the Maximum Aggregate Limit above:

- The "Coverage A Covered Operations", amounts shown in the Declarations is the maximum amount the Company will pay under COVERAGE A of this **Policy** for any **Claim(s)** resulting from the same or related **Pollution Condition(s)** or **Biological Agent Condition(s)**, whichever applies.
- The "Coverage B Insured's Locations" and "Coverage C Non-owned Disposal Sites" amounts shown in the Declarations are the maximum amounts the Company will pay under COVERAGES B and C, respectively, of this **Policy** for any **Claim(s)** resulting from the same or related **Pollution Condition(s)**.
- The "Coverage D Public Relation Expenses" amount shown in the Declarations is the maximum amount the Company will pay for **Public Relations Expenses** under COVERAGE D of this **Policy** for any **Claim(s)** resulting from the same or related **Wrongful Acts**, **Pollution Condition(s)** or **Biological Agent Condition(s)**, whichever applies.
- 4. The "Coverage E Professional Liability" and "Coverage F Protective Professional Liability" amounts shown in the Declarations are the maximum amounts the Company will pay under COVERAGES E and F of this **Policy** for any **Claim(s)** resulting from the same or related **Wrongful Act(s)**, whichever applies.

- The "Coverage G Mitigation of Loss" amount shown in the Declarations is the maximum amount the Company will pay under COVERAGE G of this Policy for any Mitigation Costs resulting from the same or related Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s).
- 6. If more than one coverage applies to the same **Claim**, the Company's maximum limit of liability for that **Claim** under all those coverages shall not exceed the single highest coverage limit of liability applicable to such **Claim**.
- 7. The "Maximum Aggregate Limit" amount shown in the Declarations is the maximum amount the Company will pay under this **Policy**.

The Limits of Insurance shown in the Declarations shall apply in excess of the Self-Insured Retention amount shown in the Declarations.

The single Limit of Liability applies if the same Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s) or series of related Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s), whichever applies, takes place over two or more Policy Periods. Related Wrongful Acts(s), Pollution Condition(s) or Biological Agent Condition(s) are those Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s), respectively, that arise out of, are based on, relate to, or are in consequence of, the same or related or series of related facts, events, circumstances or situations.

C. If a Separate Defense Expenses Limit amount is shown in the Declarations, then Defense Expenses shall not be included within or reduce the Limits of Liability described in A. and B. above, until Defense Expenses in the aggregate paid by the Company for all Claims under the Policy equal the amount designated in the Declarations. Once payment of Defense Expenses under the Policy equals the amount shown in the Declarations, Defense Expenses shall be included within and reduce the Limits of Liability described in A. and B. above.

#### D. SUPPLEMENTARY PAYMENTS

- 1. The Company will reimburse the **Insured** up to \$500 for loss of earnings to each **Insured** for each day, or part of a day, such **Insured** is in attendance, at the request of the Company, defense counsel, or as required by law, at a trial, hearing, or arbitration proceeding involving a covered **Claim**. The maximum amount payable by the Company hereunder for all such amounts shall not exceed \$5,000 regardless of the number of **Insureds**, the number of days or partial days the **Insured** is in attendance, the number of trials, hearings, or arbitration proceedings the **Insured** is required to attend, or the number of **Claims** resulting in such payments.
- 2. The Company will reimburse the Insured up to \$10,000 for reasonable attorneys' fees, costs, and expenses incurred in connection with the investigation or defense of each Disciplinary Proceeding, where notice of such Disciplinary Proceeding is both first received by the Insured and reported in writing to the Company during the Policy Period, the Automatic Extended Reporting Period, or the Optional Extended Reporting Period, if any, and such Disciplinary Proceeding arises from an actual or alleged Wrongful Act, Pollution Condition or Biological Agent Condition. The maximum amount payable by the Company hereunder for all such amounts shall not exceed \$100,000 regardless of the number of Insureds or the number

of **Disciplinary Proceedings**. The Company shall not be obligated to defend any **Disciplinary Proceeding**, or pay any fine, penalty, or award resulting from any **Disciplinary Proceeding**.

- 3. The Company will reimburse the **Insured** for reasonable attorneys' fees, costs, and expenses incurred in connection with responding to any governmental investigation, action, or proceeding commenced against any **Insured** and reported in writing to the Company during the **Policy Period**, the Automatic Extended Reporting Period, or the Optional Extended Reporting Period, if any, pursuant to the Americans with Disabilities Act of 1990 (ADA), the federal Fair Housing Act (FHA), or the Occupational Safety and Health Act (OSHA), and arising from a **Wrongful Act**. The maximum amount payable by the Company hereunder for all such amounts shall not exceed \$10,000 each **Claim** / \$100,000 in the Aggregate, regardless of the number of **Insureds** or the number of ADA, FHA, or OSHA related governmental investigations, actions, or proceedings.
- 4. Upon written request by the **Insured** during the **Policy Period**, the Automatic Extended Reporting Period, or the Optional Extended Reporting Period, if any, the Company will retain and pay up to \$10,000 each **Claim** for reasonable attorneys' fees and costs to advise and/or represent the **Insured** regarding the production of documents and/or during the preparation and giving of testimony, in response to a subpoena served on the **Insured**, arising from a **Wrongful Act, Pollution Condition** or **Biological Agent Condition**. The maximum amount payable by the Company hereunder for all such amounts shall not exceed \$100,000 in the Aggregate, regardless of the number of **Insureds** or the number of subpoenas.
- 5. The Company will reimburse the **Insured** for the reasonable and necessary additional expense payable to a third party software consulting company that are not otherwise recoverable from any warranty or guarantee, arising from loss of or damage to information due to a malfunction of software used in connection with a Building Information Modeling (BIM) system purchased from a third-party vendor that was not modified by the **Insured** or on the **Insured's** behalf, including erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended use in the course of construction in support of **Professional Services** and is reported to the Company, in writing, by the **Insured**, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, if any. The maximum amount payable by the Company hereunder for all such amounts shall not exceed \$25,000 regardless of the number of consulting companies, systems purchased or malfunctions.
- 6. The Company will reimburse the **Insured** for any reasonable and necessary expenses incurred by the **Insured** in the use of **Green Building Materials**, even when the use of such materials is not necessary, as part of **Cleanup Costs** when otherwise covered under this **Policy**. The maximum amount payable by the Company hereunder for all such amounts shall not exceed \$250,000 regardless of the number of **Pollution Conditions** or **Biological Agent Conditions**.

Supplementary Payments are not subject to a Self-Insured Retention and shall not reduce the Limits of Liability. The Company's consent is required prior to incurring any Supplementary Payments described in Paragraphs 1.-6. above, and the Company shall not be liable for any Supplementary Payment to which it has not consented.

#### E. MULTIPLE INSUREDS, CLAIMS, AND CLAIMANTS

The inclusion herein of more than one **Insured** shall not operate to increase the Company's Limits of Liability, including any Sublimits. **Claims** based upon, arising out of, or attributable to the actual or alleged same **Wrongful Act, Pollution Conditions** or **Biological Agent Conditions**, or **Wrongful Acts, Pollution Conditions** or **Biological Agent Conditions** that are **Interrelated** shall be treated as a single **Claim**, regardless of whether made against one or more than one **Insured**. All such **Claims**, whenever made, shall be considered first made when the earliest related **Claim** was first made, whether before or during the **Policy Period**, and all such **Claims** shall be subject to the Limits of Liability, any applicable Sublimit, and the Self-Insured Retention as set forth in the Declarations.

#### V. SELF-INSURED RETENTION

The Company's obligation for **Bodily Injury**, **Property Damage**, **Cleanup Costs**, **Damages**, **Ultimate Loss**, **Mitigation Costs**, **Public Relations Expenses**, **Environmental Damage** and **Defense Expenses** shall only be in excess of the applicable Self-Insured Retention as specified in the Declarations for the same or related **Wrongful Act(s)**, **Pollution Condition(s)** or **Biological Agent Condition(s)**. The Self-Insured Retention shall be applied as shown in the Declarations.

Payment of the Self-Insured Retention is a condition precedent to coverage and must be paid by the **First Named Insured** and is not insured by the Company. Further, the **First Named Insured** must remain wholly liable for the Self-Insured Retention and cannot insure any amounts within the Self-Insured Retention. Other insurance will not be applied to reduce the Self-Insured Retention under this **Policy**. The **First Named Insured** shall reimburse the Company for advancing any element of **Bodily Injury**, **Property Damage**, **Cleanup Costs**, **Damages**, **Ultimate Loss**, **Mitigation Cost**, **Public Relations Expenses**, **Environmental Damage** or **Defense Expenses** falling within the Self-Insured Retention within thirty (30) days of the Company's advancement of any amounts within the Self-Insured Retention.

# VI. EXTENDED REPORTING PERIOD

# THE PROVISIONS IN THIS SECTION OF THIS CONTRACT APPLY ONLY TO CLAIMS-MADE COVERAGES

The following section describes the automatic and optional extended reporting period provisions of this **Policy**. The Extended Reporting Period provisions provided by this section shall apply only to coverages that are indicated as applying on a Claims-made basis, and shall under no circumstance extend the **Policy Period**, change the scope of coverage, broaden or extend the reporting requirements applicable to **Ancillary Location(s)** or increase any Aggregate Limits of Insurance shown in the Declarations.

#### A. AUTOMATIC EXTENDED REPORTING PERIOD

The **Insured** is entitled to a sixty (60) day Automatic Extended Reporting Period for no additional premium upon cancellation or non-renewal of this **Policy** in accordance with the terms and conditions of this section. The Automatic Extended Reporting Period shall apply to **Claims** first made and reported to the Company within the Automatic Extended Reporting Period, but:

1. For **Professional Services** only with respect to **Professional Services** performed prior to the end of the **Policy Period** and on or after the **Retroactive Date**; and

 For Scheduled Location(s) or Ancillary Location(s), only with respect to Pollution Condition(s) or Biological Agent Condition(s) that (a) are discovered during the Policy Period and reported during the Automatic Extended Reporting Period, and (b) commenced on or after the applicable Retroactive Date, if any, and before the Policy terminates.

The **Insured** shall not have the right to the Automatic Extended Reporting Period if:

- 1. The **Policy** was cancelled due to non-payment of premium, fraud or material misrepresentation; or
- 2. The **Insured** purchases other insurance to replace this **Policy**.

#### B. OPTIONAL EXTENDED REPORTING PERIOD

The **First Named Insured** may purchase an Optional Extended Reporting Period upon cancellation or non-renewal of the **Policy** subject to the following terms and conditions:

- 1. The **First Named Insured** makes a written request for an Optional Extended Reporting Period that the Company receives within thirty (30) days of the **Termination Date**; and
- 2. The **First Named Insured** pays the Company an additional premium (to be determined by the Company) within thirty (30) days of the **Termination Date**. Such additional premium charge may not exceed 200% of the **Policy** premium stated in the Declarations.

The maximum Optional Extended Reporting Period may at the election of the **First Named Insured** be for a period of up to thirty-six (36) months from the **Termination Date**. The Optional Extended Reporting Period shall apply to **Claims** first made against the **Insured** and reported to the Company within the Optional Extended Reporting Period, but:

- a. For **Professional Services** only with respect to **Professional Services** performed prior to the end of the **Policy Period** and on or after the **Retroactive Date**; and
- b. For Scheduled Location(s) or Ancillary Location(s), only with respect to Pollution Condition(s) or Biological Agent Condition(s) that (a) are Discovered and reported during the Optional Extended Reporting Period, and (b) commenced on or after the applicable Retroactive Date, if any, and before the Policy terminates.

The **First Named Insured** shall not have the option to purchase the Optional Extended Reporting Period if:

- a. The **Policy** was cancelled due to non-payment of premium, fraud or material misrepresentation; or
- b. The First Named Insured purchases other insurance to replace this Policy.

In the event that the Optional Extended Reporting Period is purchased by the **First Named Insured**, the Optional Extended Reporting Period shall run concurrent to the Automatic Extended Reporting Period and shall not be in addition to the Automatic Extended Reporting Period. Once purchased, the Optional Extended Reporting Period is non-cancellable and will only be effective if the premium is paid when due.

# VII. CONDITIONS

#### A. ASSIGNMENT

This **Policy** may be assigned only with the prior written consent of the Company. Such written consent shall not be unreasonably withheld or delayed by the Company.

#### B. BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured**'s estate will not relieve the Company of its obligations under this **Policy**.

#### C. CANCELLATION

1. The **First Named Insured** may cancel this **Policy** by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The **Termination Date** shall be the date stated in such written notice.

The Company may cancel this **Policy** for:

- a. Fraud or material misrepresentation by an **Insured**;
- b. Any **Insured**'s failure to comply with the terms and conditions under this **Policy**;
- c. Material change in the nature or extent of the risk involved hereunder; or
- d. Failure to pay premium.

In the event of cancellation for any reason other than failure to pay premium, the Company shall provide written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective. In the event the **First Named Insured** fails to pay premium under this **Policy**, the Company shall provide not less than fifteen (15) days written notice of cancellation of the **Policy**. The **Termination Date** shall be the date stated in any such written notice.

However, with respect to b. or d. above, the **Insured** shall have the ability, within such thirty (30) day time period with respect to b. or such fifteen (15) day time period with respect to d., to cure such failure. The Company shall have the right, in its sole discretion, to determine whether or not such a failure has been cured.

The mailing of notice to the last known address of the **First Named Insured** in the manner provided herein or hand delivery to such address shall be sufficient proof of notice.

2. In the event of cancellation by the **First Named Insured**, the earned premium shall be computed in accordance with the customary short rate table after applying the minimum earned premium percentage or amount, as applicable, set forth in the Declarations, provided that, the minimum earned premium amount shall be 100% in the event a **Claim** has been made under this **Policy**. In the event of cancellation by the Company, the earned premium shall be computed pro rata and the Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations, provided that, the minimum earned premium amount shall be 100% in the event a **Claim** has been made under this **Policy**. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but neither tender of the unearned premium nor return of this **Policy** shall be a condition to cancellation hereunder.

# D. CHANGES

No provision of this **Policy** may be amended, waived or otherwise changed except by endorsement hereto and the written agreement of the **First Named Insured** and the Company.

#### E. CONCEALMENT OR FRAUD

If the **Insured** wilfully concealed or misrepresented any fact or circumstance material to the granting of coverage under this **Policy**, this entire **Policy** shall be voidable by the Company.

#### F. ECONOMIC OR TRADE SANCTIONS

If coverage for a **Claim** or suit under this **Policy** is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ('OFAC'), then coverage for that **Claim** or suit shall be null and void.

#### G. ENFORCEABILITY

If any part of this **Policy** is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this **Policy**, which shall be enforced to the full extent permitted by law.

#### H. FIRST NAMED INSURED AS AGENT

The **First Named Insured** is responsible for payment of all premiums, retentions and deductibles, and will act as the sole agent on behalf of all **Insureds** with respect to all matters involving this **Policy** unless any such responsibilities are otherwise designated by endorsement.

#### I. HEADINGS

The descriptions in the headings of this **Policy** are solely for convenience and form no part of the **Policy** terms and conditions.

#### J. INSPECTION AND AUDIT

The Company has the right, upon reasonable advance notice, to inspect the **Insured's** property or operations at any time. The Company may examine an audit the **Insured's** books and records as they relate to this **Policy** at any time during the **Policy Period** and up to three (3) years afterward. Neither the Company's right to inspect the **Insured's** property or operations, any actual inspection performed pursuant to this right, nor any report resulting from any inspection shall constitute an undertaking, on behalf of the **Insured** or any other party, to determine or warrant that the property or operations are safe, healthful, conform to acceptable engineering practice or are in compliance with any law, rule or regulation. The **Insured** will provide appropriate assistance and cooperation to the Company during any inspection.

# K. NO ACTION AGAINST COMPANY

No right of action brought by any person or organization, other than an **Insured**, shall lie against the Company unless, as a condition precedent thereto:

- 1. Each Insured has fully complied with all the provisions of the Policy; and
- 2. The amount of the **Insured's** obligation to pay has been finally determined either by:
  - a. Written agreement of the Insured, the Company and the party asserting the Claim; or

b. By final judgment against the **Insured** after actual trial of the issues and the period of time to appeal has elapsed without an appeal having been taken or, if an appeal has been taken, until after such appeal has been adjudicated.

No person or organization shall have any right under this **Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured**'s liability nor shall the Company be impleaded by the **Insured** or its legal representative.

#### L. NOTICE OF CONDITIONS AND CLAIMS

The **First Named Insured** shall as soon as practicable provide written notice of any **Wrongful Act(s)**, Pollution **Condition(s)**, or **Biological Agent Condition(s)** discovered, or **Claim** received. Such written notice:

- 1. Shall be given to the Company; and
- 2. Shall contain complete details regarding the **Wrongful Act(s)**, **Pollution Condition(s)** or **Biological Agent Condition(s)**, or **Claim**, including, but not limited to:
  - a. The exact date the **Wrongful Act(s)**, **Pollution Condition(s)** or **Biological Agent Condition(s)** was Discovered or the **Claim** was made, its nature and location, and circumstances giving rise to such **Claim** or discovery;
  - b. All information relating to the cause of the Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s), including, the Bodily Injury, Property Damage, Cleanup Costs, or Damages that have resulted or may result from such Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s), all engineering information available on the Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s), and any other information that the Company deems reasonably necessary;
  - c. All demands, summonses, notices or other process or papers filed with a court of law, administrative agency or an investigative body;
  - d. The names and addresses of all parties asserting a Claim and all persons with knowledge of the Claim and Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s); and
  - e. All other information in the possession of the **Insured** regarding the **Wrongful Act(s)**, **Pollution Condition(s)** or **Biological Agent Condition(s)**, the discovery and the **Claim**.

The duties of the **First Named Insured** hereunder may not be delegated. Nothing contained herein shall relieve the **First Named Insured** from any obligation, including any notification requirements it may have pursuant to applicable laws, rules or regulations.

Written notice shall be given whether or not the **First Named Insured** believes that a **Wrongful Act(s)**, **Pollution Condition(s)**, **Biological Agent Condition(s)** or **Claim** will result in a demand in excess of the Self-Insured Retention.

When a **Pollution Condition(s)**, **Biological Agent Condition(s)** or other circumstance requires an **Insured** to undertake **Emergency Mitigation Actions**, the **First Named Insured** must immediately provide written notice to the Company upon undertaking such **Emergency Mitigation Actions**, but in no event later than seventy-two (72) hours after the **Pollution Condition(s)** or **Biological Agent Condition(s)** has been discovered.

#### M. NOTICE OF CIRCUMSTANCES

If during the **Policy Period** any **Insured** first becomes aware of any fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, or **Biological Agent Condition(s)** which may reasonably be expected to give rise to a **Claim** that would be covered under this **Policy**, and provided that the **Insured** gives written notice to the Company of such fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, or **Biological Agent Condition(s)** during the **Policy Period**, then any **Claim** that may subsequently be made against any **Insured** arising out of such fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, or **Biological Agent Condition(s)** shall be deemed for purposes of this **Policy** to have been made during the **Policy Period**.

As a condition precedent to exercising its rights hereunder, the **Insured** shall include within any such notice a full description of the fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, or **Biological Agent Condition(s)**, that is the subject of the notice, the nature or extent of the injury or potential damages, the names of the potential claimants, the manner in which the **Insured** first became aware of such fact, circumstance, **Wrongful Act(s)**, **Pollution Condition(s)**, **Biological Agent Condition(s)**, and give the Company any such additional information and cooperation as it may reasonably request.

#### N. OTHER INSURANCE

This **Policy** shall be in excess of the amount of the applicable Self-Insured Retention of this **Policy** and excess of any other insurance or indemnification available to the **Insured**, whether such insurance or indemnification is collectible or uncollectible, and whether such insurance is stated to be primary, pro rata, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this **Policy**. However, under Coverage A, when the **Insured** is required by contract, agreement or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

#### O. REPRESENTATIONS AND COVENANTS

The First Named Insured acknowledges and agrees that:

- 1. The information, warranties and representations contained in the **Application** submitted by the **Insured** as well as in all supplemental documents provided herewith are true, correct and complete;
- 2. The Company has issued this **Policy** in specific reliance upon the truth and accuracy of the warranties and representations contained in the **Application**; and
- 3. All activities of the **Insured** have been and will be conducted in full compliance with **Environmental Laws**.

The **Application**, the Declarations and endorsements, if any, are incorporated into, and are part of, this **Policy** and embody all agreements existing between the **First Named Insured** and the Company and supersede all prior agreements, whether written or oral, expressed or implied.

#### P. SEPARATION OF INSURED

Except with respect to the Limits of Liability, the Insured versus Insured exclusion and the Known Conditions exclusion under the Exclusions section, and any rights or duties specifically assigned to the **Insured**, this **Policy** applies:

- 1. As if each **Insured** were the only **Insured**; and
- 2. Separately to each **Insured** against whom a **Claim** is made.

In the event of any misrepresentation, concealment, breach of condition or violation of any obligation under this **Policy** by any one **Insured**, such misrepresentation, concealment, breach of condition or violation of any obligation will not prejudice any other **Insured** that did not participate or assist in, or have knowledge of, such misrepresentation, concealment, breach of condition or violation of any obligation unless the **Insured** that misrepresented, concealed or breached a term or condition of or violated an obligation under this **Policy** is a parent, subsidiary or affiliate of the **Insured**.

#### Q. SUBROGATION

In the event that the Company pays any amount under this **Policy**, the Company shall be subrogated to all of each **Insured's** rights of recovery against any person or organization. All **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No **Insured** shall do anything to waive or prejudice such rights. Any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the Company, shall be applied first to the **Insured** to the extent of any payments in excess of the Limits of Liability under this **Policy**, if any, then to the Company to the extent of its payment under the **Policy**, and then to the **Insured** to the extent of any retention or deductible. However, if the **Insured** has, prior to the time the **Wrongful Act(s)**, **Pollution Condition(s)**, **Biological Agent Condition(s)** is discovered or the **Damages**, **Bodily Injury**, **Property Damage** or **Cleanup Costs** to which this **Policy** applies takes place, waived subrogation rights against a person or organization in a written contract or agreement, the Company hereby waives any rights of recovery against such person or organization, provided that such person or organization is not a subcontractor of the **Insured**.

#### R. TERRITORY

This **Policy** only applies to a **Claim** first brought within the United States of America, its territories or possessions, or Canada.

### S. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Any rights and duties under this **Policy** may not be transferred without the Company's prior written consent except in the case of death of an individual **Insured**. If an individual **Insured** dies, the rights and duties will be transferred to the individual **Insured's** legal representative but only while acting within the scope of duties as the individual **Insured's** legal representative. Until the individual **Insured's** legal representative is appointed, anyone having proper temporary custody of the individual **Insured's** property will have the individual **Insured's** rights and duties but only with respect to that property.

#### VIII. DEFINITIONS

Words and phrases in bold in this **Policy** have the following special meaning:

- 1. Ancillary Location means:
  - a. Any location(s) designated on a Scheduled Ancillary Location(s) Endorsement; or
  - b. Any real property owned, occupied, rented or leased by the First Named Insured designated in the Declarations and utilized exclusively as office, warehouse, or vehicle and equipment parking or storage, or a combination thereof, provided that, such location(s) is utilized by the First Named Insured for activities or materials that directly support Covered Operations. Ancillary Location shall not include any property that is leased or rented to third parties for profit.
- 2. **Application** means all **Applications**, including attachments, and all other materials and information provided by the **Insured** to the Company for the purposes of underwriting or issuing this **Policy** or any policy of which this **Policy** is a direct or indirect renewal or replacement.
- 3. **Biological Agents** means any legionella pneumophila, fungi including mold or mildew and any mycotoxins, spores, or byproducts produced or released by fungi.
- 4. **Biological Agent Condition(s)** means the presence of **Biological Agents**, which the **Insured** had not discovered prior to the inception of this **Policy**.

Biological Agent Condition(s) does not include Pollution Condition(s).

- 5. **Bodily Injury** means, sickness, disease, mental anguish, emotional distress or physical injury sustained by any person, including death resulting therefrom. **Bodily Injury** shall also include medical monitoring costs.
- 6. **Cargo** means goods, products or wastes carried for delivery on or within: (a) an automobile, van, truck, trailer or semitrailer designed and registered to travel on public roads; or (b) an aircraft, rolling stock, or watercraft, by a carrier that is properly licensed to transport such goods, products or wastes.
- 7. **Claim(s)** means written notice:
  - a. To an **Insured** seeking to hold any **Insured** responsible for **Cleanup Costs**, **Environmental Damage**, **Bodily Injury**, **Property Damage**, or **Damages**; and
  - b. By the **Insured** seeking coverage for **Cleanup Costs** or **Public Relations Expenses** resulting from **Pollution Condition(s)** or **Biological Agent Condition(s)**.
- Cleanup Costs means the reasonable and necessary costs incurred to investigate, test, sample, monitor, remove, remediate, dispose, treat, neutralize, or immobilize Pollution Condition(s) or Biological Agent(s) to the extent required by Environmental Law in the jurisdiction of such Pollution Condition(s) or Biological Agent(s).

**Cleanup Costs** shall also include actions undertaken to repair, replace or restore tangible property to substantially the same condition such tangible property was in prior to being damaged during work performed in the course of incurring **Cleanup Costs**.

- 9. **Completed Operations** means **Covered Operations** that have been completed. For the purposes of determining when work has been completed, **Covered Operations** shall be deemed completed at the earliest of the following times:
  - a. When all of the work called for in the **Insured's** contract has been completed;
  - b. When all of the work to be done at the job site has been completed if the **Insured's** contract calls for work at more than one job site; or
  - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

10. Covered Operations means activities performed for third parties, by or on behalf of the Insured, and includes Completed Operations associated with such activities.

Covered Operations includes:

- a. **Transportation**, whether conducted for the movement of the **Insured's** own materials and equipment or provided as a service to third parties; and
- b. Ancillary activities performed by the **Insured** for itself that are necessary for the performance of **Covered Operations** but not directly performed for third parties, including but not limited to temporary use of storage areas, job site preparation, or mobilization of equipment and materials.
- 11. **Damages** means those amounts an **Insured** is legally obligated to pay on account of a **Wrongful Act**.
- 12. **Defense Expenses** means the reasonable and necessary legal costs, charges and expenses incurred by the Company, fees and expenses of any third-party administrator for the Company or, with the prior written approval of the Company, by an **Insured**, in the investigation, adjustment or defense of **Claims. Defense Expenses** do not include salary charges of regular employees or officials of the Company, fees and expenses of supervisory counsel retained by the Company, or the time and expense incurred by the **Insured** in assisting in the investigation of or resolving a **Claim** or in connection with **Cleanup Costs**, including, but not limited to, the cost of the **Insured's** in-house counsel, unless otherwise indicated.
- 13. Design Professional means those qualified persons or entities under written contract with an Insured to perform Professional Services.
- 14. **Design Professionals Insurance** means all available professional liability insurance policies, whether designated as primary or excess, where the **Design Professional** is an insured, including any professional liability insurance issued to design sub consultants.
- 15. **Disciplinary Proceeding** means any proceeding by an administrative, regulatory, or disciplinary official, board, or agency, to investigate charges or allegations of professional misconduct in the performance of or failure to perform **Professional Services**, including an initial inquiry before a state or federal licensing board or peer review committee. However, **Disciplinary Proceeding** shall not include a criminal proceeding or an Organizational Peer Review.

- 16. Emergency Mitigation Action means action that is necessary to clean up a Pollution Condition or Biological Agent Condition has been discovered that presents an immediate, dangerous and significant threat to human health or the environment where any delay by the Insured would cause further injury to persons or damage to property or increase significantly the cost of responding to a potential Claim. Prior written approval from the Company is required after expiration of the 72 hour period before the Insured may incur any additional Cleanup Costs or other costs or expenses to which this Policy would otherwise apply.
- 17. Environmental Damage means physical damage to the environment, including but not limited to surface water, groundwater, soil, flora, or fauna, that results in Cleanup Costs being required. With respect to Biological Agents, Environmental Damage includes physical damage to buildings or structures, or systems within such buildings or structures, that results in Cleanup Costs being required. Environmental Damage shall not include Property Damage.
- 18. Environmental Laws means any federal, state, provincial, foreign or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to Pollution Condition(s) or Biological Agent Condition(s).
- 19. First Named Insured means the person(s) or organization(s) described as the First Named Insured in the Declarations.
- 20. **Green Building Materials** means environmentally preferable, sustainable, and/or energy efficient building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star.
- 21. Insured means:
  - a. The First Named Insured;
  - b. Any entity of which the **First Named Insured** owns, either legally or beneficially, more than a fifty percent (50%) interest on or before the inception date of this **Policy**;
  - c. Any present or former director, officer, manager, partner, principal, trustee, member, shareholder, employee, volunteer, **temporary worker or leased worker** of the **First Named Insured**, but only while acting within the scope of his/her duties as such;
  - d. Any **Insured** with regard to its participation in a legal entity or joint ventures, but only with respect to **Liabilities** arising out of **Professional Services** or **Covered Operations** performed by or on behalf of the **First Named Insured**; **Insured** does not include the legal entity or joint venture itself, except as respects liability assumed by the **First Named Insured** for a **Pollution Condition** or **Biological Agent Condition**;
  - e. With regard to Coverage A COVERED OPERATIONS only, any client of the First Named Insured or entity or person that requires the First Named Insured in a written contract, agreement, or permit to add such person or organization to this Policy as an "Additional Insured", but only to the extent required and up to the limits required in such written contract or agreement;

- f. The estate, heirs, executors, administrators, and legal representatives of each **Insured** in the event of death, incapacity or bankruptcy, but only with respect to the liability of each **Insured** as otherwise covered by this **Policy**;
- g. Any other person or organization listed as an **Insured** by endorsement to this **Policy**;
- h. Any organization newly formed or acquired by the **First Named Insured** during the **Policy Period** and in which, thereafter, the **First Named Insured** has more than a fifty percent (50%) ownership interest. However, coverage for such organization(s) shall apply:
  - i. Only to **Professional Services** or **Covered Operations** performed on or after the date of formation or acquisition or exercised financial or management control; and
  - ii. Until the ninetieth (90<sup>th</sup>) day following the date of formation or acquisition or until the end of the **Policy Period**, whichever is earlier. After the ninetieth (90<sup>th</sup>) day, coverage shall only apply if such organization(s) has been endorsed to the **Policy** by the Company. Before doing so, the Company may, at its sole discretion, require additional information, including but not limited to a completed **Application**, loss history, or information regarding the operations of such organization(s), and may also require an additional premium.

#### 22. Insured Contract means:

- a. With respect to any Claim arising from Covered Operations or Professional Services:
  - i. A contract or agreement with a client in which the **Insured** assumes liability for the operations of subcontractors for work performed on behalf of the **Insured** by such subcontractors;
  - ii. A sidetrack agreement;
  - iii. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
  - iv. That part of any other contract or agreement pertaining to Covered Operations or Professional Services of the Insured (including an indemnification of a municipality in connection with work performed for a municipality) under which the Insured has assumed the tort liability of another party to pay for Environmental Damage, Cleanup Costs, Bodily Injury, Property Damage or Damages to a third party. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- b. With respect to any **Claim** arising from a **Scheduled Location** or **Ancillary Location**, a contract or agreement that is approved by the Company and scheduled by endorsement to the **Policy** as an **Insured Contract**.

#### 23. Insured Product means:

- a. Any goods or products, other than real property, manufactured, sold, supplied, or distributed by the **Insured**, others trading under the **Insured**'s name or a person or organization whose business or assets the **Insured** has acquired; and
- b. Containers, materials, parts or equipment furnished in connection with such goods or products.

**Insured Product** includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of an **Insured Product** and the providing of or failure to provide warnings or instructions.

**Insured Product** does not include waste sold or relinquished to a third party to be recycled or reused in lieu of disposal.

- 24. **Interrelated** means having as a common nexus any fact, circumstance, situation, event, transaction, or cause, or series of causally or logically connected facts, circumstances, situations, events, transactions, or causes.
- 25. Mitigation Costs mean those direct costs or expenses that are necessarily incurred, with the prior written consent of the Company, in order to mitigate or rectify Wrongful Act(s), Pollution Condition(s), or Biological Agent Condition(s) that would reasonably be expected to lead to a covered Claim under this Policy. Mitigation Costs do not include any costs or expenses that result in a betterment of the Insured's work.
- 26. **Natural Resource Damages** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state or local government, any foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- 27. Non-owned Disposal Site means any treatment, storage or disposal facility used by an Insured provided that:
  - a. as of the date the waste or material is treated, stored or disposed of, the site is permitted or licensed by the applicable federal, state, local or provincial authorities to accept such waste or material,
  - b. as of the inception date of this **Policy** is not a Superfund Site or currently being investigated under the Comprehensive Environmental Response Compensation and Liability Act of 1980.

**Non-owned Disposal Site** does not include any treatment, storage or disposal facility that is owned, operated, managed leased or rented at any time by an **Insured** or any subsidiary or affiliate.

- 28. **Policy** means this document as well as the **Application**, all endorsements, the Declarations, modifications and addenda thereto.
- 29. **Policy Period** means the period set forth in the Declarations, any shorter period arising as a result of cancellation or any other period as changed by endorsement.
- 30. Pollutant(s) means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic chemicals, liquids or gases, other irritants or contaminants or any discarded materials of any kind. Pollutant(s) includes electromagnetic fields, medical waste, and low level radiological material. Pollutant(s) also includes silt or sedimentation originating from a job site at which Covered Operations are being performed that has migrated off such job site.

Pollutants shall not include:

- a. "Source Material," "Special Nuclear Material" or "By-product Material" as such terms are defined in the Atomic Energy Act of 1954;
- b. Any materials described in a. above for which the **Insured** is protected under the Price Anderson Act, or under any indemnity from the United States Department of Energy or any governmental authority of the United States or any other nation; or
- c. Biological Agents.
- 31. **Pollution Condition(s)** means the discharge, dispersal, release or escape of **Pollutants**. **Pollution Condition(s)** includes the illicit abandonment of **Pollutants** at a **Scheduled Location**, **Ancillary Location** or job site at which **Covered Operations** are being performed, provided that such illicit abandonment was committed by a person or organization that is not an **Insured**, and without the knowledge of an **Insured**.

Pollution Condition(s) does not include a Biological Agent Condition(s).

- 32. **Professional Services** means services performed for third parties, by or on behalf of the **Insured** as follows:
  - a. only those services the **Insured** is qualified to perform for others in the **Insured's** capacity as an architect, engineer, land surveyor, landscape architect, construction manager, interior designer, environmental consultant, scientist, land planner, or space planner; or as an expert witness, technical consultant, or LEED Certification Consultant with respect to the foregoing listed services;.
  - b. construction management, program management, project management, owner's representation and any design delegated responsibility or design assist performed by the **Insured**, including but not limited to constructability reviews or value engineering;
  - c. professional services with respect to any Building Information Modeling (BIM) systems, including but not limited to modification or alteration, transfer, protection, manipulation, use or misuse thereof; or
  - d. ordinary technology services utilized in the performance of **Professional Services** described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support and maintenance of any software, database, internet service, or website.

**Professional Services** do not include any activities in connection with construction means, methods or techniques; site safety; crane erection and use; scaffolding; or any temporary fencing or structures.

#### 33. Property Damage means:

- a. Physical injury to or destruction of tangible property of persons or organizations other than the **Insured**, including the resulting loss of use and diminution in value thereof;
- b. Loss of use of tangible property of persons or organizations other than the **Insured** that has not been physically injured or destroyed, excluding any diminution in value of such property;

#### c. Natural Resource Damages; or

d. The diminution of value of tangible property of persons or organizations other than the Insured that is directly attributable to the effects of Pollution Condition(s) or Biological Agent Condition(s);

but only to the extent the above injuries are not already remedied by **Cleanup Costs**. For purposes of determining the extent, if any, of diminution in value, the value of the tangible property injured shall equal the replacement cost of such property reduced by physical depreciation and obsolescence as of the time the damage to such tangible property was sustained.

#### Property Damage does not include Cleanup Costs and Environmental Damage.

For the purposes of this definition of **Property Damage** only, the definition of **Insured** shall not include:

- i. Clients for whom the Covered Operations are or were performed;
- ii. Owners, financiers or lenders of a project at which **Covered Operations** are or were performed;
- iii. Owners or managers of real property at which Covered Operations are or were performed;
- iv. Owners of equipment or property leased, rented or borrowed by the **Named Insured** or by those performing **Covered Operations** on behalf of the **Named Insured**, but only with respect to **Covered Operations**; or
- v. Persons or organizations added to the **Policy** as additional **Insureds** by endorsement.
- 34. Protective Claim means a written demand, demand for arbitration or mediation or a suit instituted by the Insured against the Design Professional seeking a remedy and alleging liability or responsibility on the part of such Design Professional arising from a Wrongful Act(s) in the performance or failure to perform Professional Services. Protective Claim does not include a demand or proceeding for non-monetary or injunctive relief.
- 35. **Public Relation Expenses** means reasonable and necessary expenses incurred by the **Insured**, and with the Company's prior written consent:
  - a. After a newspaper or magazine publication or television news broadcast alleging responsibility on the part of an **Insured** for a **Wrongful Act(s)**, **Pollution Condition(s)** or **Biological Agent Condition(s)**;
  - b. For public relations or crisis management firms to restore public reputation and consumer confidence relating to the **Insured**;
  - c. At the request or recommendation of such public relations or crisis management firms, including any advertisement in any media if the Company provides its prior written consent to such advertisement; and
  - d. provided that such expenses are incurred within fourteen (14) days of the first such publication or broadcast and within thirty (30) days of the commencement of the Wrongful Act(s), Pollution Condition(s) or Biological Agent Condition(s).

- 36. **Responsible Person** means any officer, director, partner or other employee responsible for environmental affairs of the **Insured**.
- 37. **Retroactive Date** means:
  - a. With respect to any **Covered Operations** or **Professional Services**, the date described as such and set forth in the Declarations or any applicable endorsement to the **Policy**, which is the earliest date that any **Covered Operations** or **Professional Services** can be performed for any coverage to be provided under this **Policy**; and
  - b. With respect to any Scheduled Location(s), the date described as such and set forth in the Declarations, on a Scheduled Location(s) Endorsement, or any applicable endorsement to the Policy, which is the earliest date that a Pollution Condition(s) or Biological Agent Condition(s) can commence for any coverage to be provided under this Policy.
- 38. Scheduled Location means any location(s) designated on a Scheduled Location(s) Endorsement.
- 39. Termination Date means the effective date and hour of cancellation or expiration of this Policy.
- 40. Transportation means the movement of Cargo from its point of origin to the place of final delivery, including the loading or unloading of such Cargo. Transportation does not include (i) any movement within the legal boundaries of a Scheduled Location, Ancillary Location or Non-owned Disposal Site, or (ii) any intentional dispersal or release of Cargo from an aircraft.
- 41. Ultimate Loss means the amount the Insured is legally entitled to recover from each responsible Design Professional either by final adjudication by a court of competent jurisdiction, settlement, arbitration or any other method of dispute resolution to which the Company agrees in writing. Such Ultimate Loss must be the result of a Wrongful Act(s) of a Design Professional. In the event that multiple Design Professionals cause the same or related loss, the amount of Ultimate Loss shall not exceed the single loss caused by such multiple Design Professionals.
- 42. Wrongful Act means an actual or alleged negligent act, error or omission committed or attempted in the performance of, or failure to perform, **Professional Services**.



#### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

| Contractor Name:                                   | Georgia Paving LLC                          |
|--|---|
| Solicitation/Bid number or<br>Project Description: | ITB 2025-004 ROAD AND CURB DRAINAGE REPAIRS |

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract on behalf of the <u>City of Tucker, Georgia</u> has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

#### 582230731

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) Georgia Paving LLC

Name of Contractor

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

# **Kevin House**

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

22 DAY OF

Notary Public

My Commission Expires: 9-2-26

6/27/2008

Date of Authorization

Vice President of Operations

Title (of Authorized Officer or Agent of Contractor)

11/25

Date Signed

[NOTARY SEAL]



REVISED 10.25.2022



# PROPOSED SUBCONTRACTOR FORM: ITB 2025-004

Please complete this form and return it as part of the submitted bid package.

Name of Bidder Georgia Paving LLC

| 1. Subcontractor Name: Everlast Concrete    |  |  |  |  |  |
|---|--|--|--|--|--|
| % of Bid Amount: <u>47%</u>                 |  |  |  |  |  |
| Description of Work provided: Concrete Work |  |  |  |  |  |
| 2. Subcontractor Name:                      |  |  |  |  |  |
| % of Bid Amount:                            |  |  |  |  |  |
| Description of Work provided:               |  |  |  |  |  |
| 3. Subcontractor Name:                      |  |  |  |  |  |
| % of Bid Amount:                            |  |  |  |  |  |
| Description of Work provided:               |  |  |  |  |  |
| 4. Subcontractor Name:                      |  |  |  |  |  |
| % of Bid Amount:                            |  |  |  |  |  |
| Description of Work provided:               |  |  |  |  |  |
|   |  |  |  |  |  |



# **REFERENCES FORM: ITB 2025-004**

Please complete this form and return it as part of the submitted bid package.

Name of Bidder \_\_\_\_\_ Georgia Paving LLC

| REFERENCE #1   |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
| Contact Name: Troy Besseche  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Contact Number: 770-945-6716   |  |  |  |  |  |  |
| Det ( Deservice) of Sugar Hill 2023   MIC Resurfacing                                |  |  |  |  |  |  |
| Brief Description of work provided: City of Sugar Hill 2023 LMIG Resurfacing;        |  |  |  |  |  |  |
| Mill and overlay approximately 23 roads within the city                              |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| REFERENCE #2   |  |  |  |  |  |  |
| Contact Name: Chuck Wooley   |  |  |  |  |  |  |
| Contact Number: 706-453-3333   |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Brief Description of work provided: Greene County Facilities Resurfacing Project;    |  |  |  |  |  |  |
| Milling and Resurfacing of (11) County Facilities and (1) County Road                |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| REFERENCE #3   |  |  |  |  |  |  |
| Contact Name: Sylvia Goalen  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Contact Number: 770-822-7467   |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Brief Description of work provided: Annual On-Call Response Contract for Speed Table |  |  |  |  |  |  |
| Installation in Gwinnett County  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Please complete and submit in bid package

#### **BID BOND**

at

#### KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) Georgia Paving, LLC

(Address of Contractor) 3625 Buford Highway, Duluth , GA 30096

Corporation, Partnership and / or Individual) hereinafter called Principal, and

(Name of Surety) United States Fire Insurance Company

(Address of Surety) 305 Madison Avenue, Morristown, NJ 07962

A corporation of the State of <u>Delaware</u>, and a surety authorized by law to do

business in the State of Georgia, hereinafter called Surety, are held, and firmly bound unto

(Name of Obligee) City of Tucker Georgia

(Address of Obligee) 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084

Hereinafter referred to as Obligee, in the penal sum of \_\_\_\_\_ Five Percent of Amount Bid

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Tucker, Georgia, a proposal for furnishing materials, labor, and equipment for:

# ITB # 2025-004 ROAD AND CURB DRAINAGE REPAIRS

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Tucker, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 13-10-20, et. Seg. And § 36-91-50, et. Seg. and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 23rd day of

April A.D., 20 25

ATTE

(Principal Secretary)

(SEAL)

(Witness to Principal)

3625 Buford Highway, Duluth, GA 30096 (Address) Georgia Paving, LLC (Principal)

BY

3625 Buford Highway, Duluth, GA 30096 (Address)

United States Fire Insurance Company (Surety)

ATTEST: BY:

(Attorney-in-Fact) and Resident Agent

Paula M. Eby (Attorney-in-Fact)

775 Yard Street, Suite 200, Columbus, OH 43212

(Address)

(Witness as to Surety)

Ana Morris



#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: Paula M. Eby

each, its true and lawful Attomey(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Georgia Paving, LLC Obligee: City of Tucker, Georgia

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

Juli

Matthew E. Lubin, President

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

State of New Jersey} County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4/7/2025

Melissa H D'dassio

Melissa H. D'Alessio (Notary Public) poration, do hereby certify that the original Po

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 23rd day of April 2025

UNITED STATES FIRE INSURANCE COMPANY

Mehad Cofan

Michael C. Fay, Senior Vice President





#### **OATH OF NON-COLLUSION**

| COMES NOW,               |                       | Georgia Paving LLC |                          | ("Contractor"),  |                  |
|--------------------------|-----------------------|--------------------|--------------------------|------------------|------------------|
|                          |                       |                    | [name of Contractor]     |                  |                  |
| appearing by and through |                       |                    | Kevin House              | Э                | ,                |
|                          |                       | [name of           | individual with authorit | y to bind Contro | actor]           |
| its                      | Vice President of Ope | erations           | ("Individual An          | d Representativ  | e Affiant"), and |
|                          | [title]               |                    |                          | -                |                  |
|                          |                       |                    |                          |                  |                  |
|                          |                       |                    |                          |                  |                  |
|                          |                       |                    |                          |                  |                  |
|                          |                       |                    |                          |                  |                  |

[insert the names of all those required to give the oath]

(collectively, "Individual Affiants"), and each of the Individual And Representative Affiant and

Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of

Georgia Annotated Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to

Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.
- 3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.
- 4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This 22 day of April , 2025. \_\_\_\_\_, individually and on behalf of Contractor By: [signature of Individual And Representative Affiant] Name: Kevin House Title: Vice President of Operations Individual Affiants' signatures and names: Name: Name: Name: Name: Name: Name: Subscribed and Sworn before me on this , 2025 day of ADRIL

NOTARY PUBLIC My Commission Expires:

9-2-26



#### **Contact Information Form**

Please fill out this form with the appropriate contact information for your company.

| Full Legal Name of Company: Georgia Paving LLC                                |
|---|
| Date: <u>4/22/2025</u>  |
| Contractor Information:   |
| Primary Contact Person: Hannah Livingston                                     |
| Title: Sales Representative Telephone Number: 404-229-7957                    |
| E-mail Address: hlivingston@georgiapaving.com                                 |
| Secondary Contact Person: Kevin House   |
| Title: Vice President of Operations Telephone Number: 706-983-1041            |
| E-mail Address: khouse@georgiapaving.com                                      |
| Preferred Contact for Administration: (i.e. Document Processing) (Choose one) |
| Primary Contact Secondary Contact   |
| Address:3625 Buford Highway   |
| City / State / Zip:Duluth, GA 30096   |
| Mailing Address (If different than above):                                    |
| City / State / Zip:   |
| Federal Employee ID Number (FEIN): 582230731                                  |

# CITY OF TUCKER

### ACKNOWLEDGE RECEIPT OF ADDENDUM #1

## ITB 2025-004 ROAD AND CURB DRAINAGE REPAIRS

Please print this page and add to your submittal.

## I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

| COMPANY NAME: Georgia Paving LLC    | 0           |            |
|-------------------------------------|-------------|------------|
| CONTACT PERSON: Hannah Livingstor   | 11 <u> </u> | 4          |
| ADDRESS: <u>3625 Buford Highway</u> |             |            |
| CITY: Duluth                        | STATE: GA   | ZIP: 30096 |
| PHONE: 404-229-7957                 | FAX:        |            |
| EMAIL ADDRESS: hlivingston@georgia  | paving.com  | 6          |
| Hthe                                | 4/22/2025   |            |
| SIGNATURE                           | DATE        | xed V      |
| lished 1892                         | * Incorp    | orat       |

### ITB 2025-004 ADDENDUM #1

This addendum contains twelve (12) additional photos drawings and specifications as part of the scope of work.

























# CITY OF TUCKER

### ACKNOWLEDGE RECEIPT OF ADDENDUM #2

## ITB 2025-004 ROAD AND CURB DRAINAGE REPAIRS

Please print this page and add to your submittal.

# I hereby acknowledge receipt of the supplement pertaining to the above referenced bid.

| ADDRESS: <u>3625 Buford Highway</u> |                        | A L               |            |
|-------------------------------------|------------------------|-------------------|------------|
| CITY: Duluth                        | S <mark>TATE:GA</mark> | ZIP: <u>30096</u> |            |
| PHONE: 404-229-7957                 | FAX:                   | 761 X Y           |            |
| EMAIL ADDRESS: hlivingston@georg    | giapaving.com          | r - 7             | ം          |
| H:h                                 | 4/22/25                | and of            | $\sum \mu$ |
| SIGNATURE                           | DATE                   | .0                |            |
| "She                                | 2 ¥ Incor              | ate               |            |

## ITB 2025-004 ADDENDUM #2

No Questions were received for this solicitation.