



## Roll Call Number

22-0642

## Agenda Item Number

58A

DATE April 18, 2022

APPROVAL OF CONTRACT AND BOND  
AND PERMISSION TO SUBLET ON  
2022 NEIGHBORHOOD SIDEWALK PROGRAM  
\$1,930,668.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA: That the contract and bond, in the amount of \$1,930,668.00, executed by Hawkeye Paving Corporation, Anthony L. Perkins, President, 4241 W 83rd Street, Davenport, IA, 52806 dated April 18, 2022, for the construction of the following improvement:

2022 Neighborhood Sidewalk Program, 092021004

The improvement includes construction of Portland Cement Concrete (PCC) sidewalk and trail, PCC ADA compliant curb ramps, PCC raised parking bumpouts, grading, pavement removal, subdrain, storm sewer, modular block retaining walls, water service modifications, surface restoration, traffic control, and other incidental items; all in accordance with the contract documents, including Plan File No. 641-003/222, along the following twenty-eight blocks of residential streets in Des Moines, Iowa:

Broad Street from S.W. 9th Street to S.W. 5th Street (Northside)  
S.W. 5th Street from Broad Street to Pleasant View Drive (Westside)  
Pleasant View Drive from S.W. 6th Street to S.W. 5th Street (Northside)  
S.W. 6th Street from Park Avenue to Pleasant View Drive (Westside)  
12th Street from Oak Park Avenue to Euclid Avenue (Westside)  
11th Street from Oak Park Avenue to Euclid Avenue (Westside)  
Oak Park Avenue from Ravina Drive to 9th Street (Southside)  
Frazier Avenue from S.W. 18th Street to S.W. 14th Street (Southside)  
S.W. 13th Street from Kenyon Avenue to Frazier Avenue (Westside)  
S.W. 13th Street from Yeader Creek to McKinley Avenue (Eastside)  
Hackley Avenue from S.W. 13th Street to S.W. 9th Street (Southside)  
Hackley Avenue from S.W. 14th Street to S.W. 13th Street (Northside)  
E. Euclid Avenue from E. 33rd Street to Hubbell Avenue (Northside)  
Hubbell Avenue from E. 33rd Street to E. Douglas Avenue (Northside)  
E. Gray Street from Indianola Avenue to S.E. 5th Street (Southside)  
S.E. 1st Street from E. Watrous Avenue to E. Leach Avenue (Eastside)  
S.E. 2nd Street from E. Watrous Avenue to E. Leach Avenue (Eastside)  
Hickman Road from 44th Street to 48th Street (Southside)  
Hickman Road from 60th Street to 61st Street (Southside)

the same to be performed in accordance with the plans and specifications which have been heretofore approved by this Council, be and the same are hereby approved, subject to receipt of the contract and bond approved as to form by the Legal Department, and certificate of insurance acceptable to the Engineering Departments. The attached "Contractor's Anticipated DBE/TSB Utilization" shows the Contractor's efforts to solicit DBE/TSB Participation in accordance with the Disadvantaged Business Enterprise/Targeted Small Business (DBE/TSB) Program.

**Roll Call Number**22-0642**Agenda Item Number**58A

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BE IT FURTHER RESOLVED: That the Mayor be and is hereby authorized and directed to execute said contract on behalf of the City of Des Moines, subject to receipt of the contract and bond approved as to form by the Legal Department, and certificate of insurance acceptable to the Engineering Department, and the City Clerk, be and is hereby authorized and directed to attest to same. No contract shall be deemed to exist between the City of Des Moines and said Bidder until said contract has been executed by the Bidder, and shall have been approved by this Council and executed by the Mayor and attested to by the City Clerk.

BE IT FURTHER RESOLVED: That after said contract has been executed by the Mayor, the City Clerk be and is hereby authorized and directed to return the Contractor's bid security in accordance with the Instructions to Bidders.

BE IT FURTHER RESOLVED: That the attached Permission to Sublet form, from said Contractor requesting permission to sublet designated items, be and is hereby approved, subject to receipt of the contract and bond approved as to form by the Legal Department, and certificate of insurance acceptable to the Engineering Department; and each subcontractor is hereby granted permission to work on said improvement.

BE IT FURTHER RESOLVED: That the Director of Finance is hereby authorized to encumber this contract amount against the funds as identified below, and to acquire Builder's Risk Insurance, if appropriate, for the above referenced improvement.

(City Council Communication Number 22-166 attached)

Moved by

Boesen

to adopt. Second by

Sheumaker

FORM APPROVED

FUNDS AVAILABLE

s/ Kathleen VanderpoolKathleen Vanderpool  
Deputy City Attorneys/ Nickolas J. SchaulNickolas J. Schaul  
Director of Finance

SLN PW Funding Source: 2022-23 CIP, Page 163, Sidewalks - School and Priority Routes, SW081, G.O. Bonds

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
BOESEN	✓			
GATTO	✓			
MANDELBAUM	✓			
SHEUMAKER	✓			
VOSS	✓			
WESTERGAARD	✓			
TOTAL	7			

MOTION CARRIED

APPROVED

J. M. Franchini Cownie

Mayor

I, P. Kay Cmelik, City Clerk of said City Council, hereby certify that at a meeting of the City Council, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

P. Kay Cmelik

City Clerk



Department of Engineering  
City of Des Moines, Iowa



## CONTRACTOR'S ANTICIPATED DBE/TSB UTILIZATION

### 2022 Neighborhood Sidewalk Program

#### Activity ID 092021004

On March 22, 2022, Hawkeye Paving Corporation, Anthony L. Perkins, President, 4241 W 83rd Street, Davenport, IA 52806 submitted a proposal for construction of the 2022 Neighborhood Sidewalk Program, Activity ID 092021004, which the City Council has determined to be the lowest responsible, responsive bid for said project in the amount of \$1,930,668.00. The proposal included a statement that the Disadvantaged Business Enterprise/Targeted Small Business (DBE/TSB) Program shall apply to this project.

The Engineering Department has prepared this report summarizing the information that Hawkeye Paving Corporation, has submitted indicating that it anticipates utilizing the following DBE/TSB companies on this project:

<u>DBE/TSB Name</u>	<u>Description of Work</u>	<u>Estimated Amount</u>
None	N/A	\$0.00
	Estimated DBE/TSB Participation	\$0.00
	Hawkeye Paving Corporation Amount	\$1,930,668.00
	Percentage of DBE/TSB Participation	0.00%

ENGINEERING DEPARTMENT  
CITY OF DES MOINES, IOWA

CONTRACT NO.  
DATE  
ROLL CALL NO.

15965  
4/18/2022  
22-0642

### CONTRACT

THIS CONTRACT, made and entered into at Des Moines, Iowa, on April 18, 2022, by and between the City of Des Moines, by its Mayor, upon order of its City Council, hereinafter called the "Jurisdiction", and Hawkeye Paving Corporation, hereinafter called the "Contractor".

#### WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the Des Moines City Engineer's Office. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition; and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachments attached hereto. The Des Moines City Engineer is the Engineer. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Item 2: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders for the following described improvements:

2022 Neighborhood Sidewalk Program, 092021004

The improvement includes construction of Portland Cement Concrete (PCC) sidewalk and trail, PCC ADA compliant curb ramps, PCC raised parking bumpouts, grading, pavement removal, subdrain, storm sewer, modular block retaining walls, water service modifications, surface restoration, traffic control, and other incidental items; all in accordance with the contract documents, including Plan File No. 641-003/222, along the following twenty-eight blocks of residential streets in Des Moines, Iowa:

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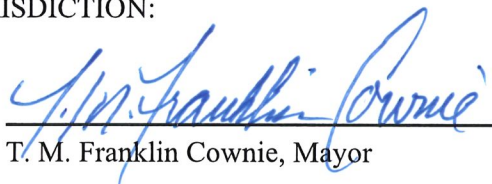


The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million Nine Hundred Thirty Thousand Six Hundred Sixty Eight and 00/100 dollars (\$1,930,668.00) which amount shall constitute the required amount of the performance, payment, and maintenance bond. The Contractor hereby agrees to commence work under this contract on or after the date a written Notice to Proceed is issued by the Jurisdiction and to fully complete the project not later than May 31, 2023, and in accordance with the Completion Provisions; and to pay liquidated damages for noncompliance with said completion provisions in the amount of Five Hundred and 00/100 dollars(\$500.00), for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

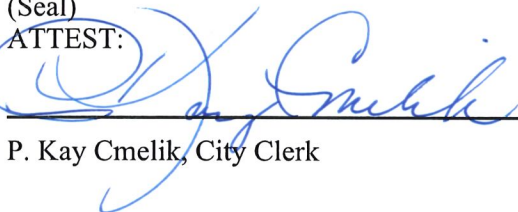
## JURISDICTION:

By

  
T. M. Franklin Cownie, Mayor

(Seal)

ATTEST:

  
P. Kay Cmelik, City Clerk

FORM APPROVED BY:

  
Kathleen Vanderpool, Deputy City Attorney

## CONTRACTOR:

Hawkeye Paving Corporation

Contractor

By



Signature Anthony L. Perkins

President

Title

4241 W 83rd Street

Street Address

Davenport, IA

52806

City, State - Zip Code

(563) 355-6834 /

tperkins@hawkeyepaving.com

Telephone Number / Email Address

## CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor's Public Registration Number, issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code, is as follows:  
Number C096134
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

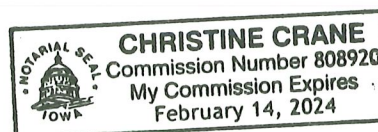
**NOTE: All signatures on this contract must be original signatures in ink:  
copies or facsimile of any signature will not be accepted.**

## CORPORATE ACKNOWLEDGEMENT

State of IOWA )  
 ) SS  
SCOTT County )

On this 4<sup>th</sup> day of APRIL, 2022, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared Anthony L. Perkins and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the President \_\_\_\_\_, and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that ~~(no seal has been procured by)~~ (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; Anthony L. Perkins and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Christine Crane  
Notary Public in and for the State IOWA  
My commission expires 2/14/24





**CONTRACT ATTACHMENT: ITEM 1: GENERAL**

1. The Contractor acknowledges and agrees:
  - To comply with the Equal Employment Opportunity Program included in the City of Des Moines Contract Compliance Program, which is available at the following website [http://www.dmgov.org/Departments/Engineering/PDF/Contract%20Compliance%20Program%20\(June%202017\).pdf](http://www.dmgov.org/Departments/Engineering/PDF/Contract%20Compliance%20Program%20(June%202017).pdf) or from the City Engineer's Office.
  - To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62, of the Des Moines Municipal Code.
  - Not to discriminate against any employees, or applicants for employment, on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry, disability, familial status or gender identity.
  - To include this provision in all subcontracts for this project.
2. The Contractor agrees to comply with the requirements of the City of Des Moines Contract Compliance Program as referenced in the proposal. Final acceptance of the project will not be made until the Contractor has submitted to the City Engineer a notarized summary of payments to and scope of work by all DBE/TSB subcontractors.
3. The City of Des Moines Master Construction Safety Packet (Safety Plan) is available at <http://www.dmgov.org/Departments/Engineering/PDF/MasterConstructionSafetyPacket.pdf> and is also available upon request from the Engineering Department. The Engineering Department will make available a copy of the City of Des Moines Safety Plan to the Contractor when the contract is awarded. The Contractor understands and agrees that said Safety Plan is for the Contractor's information only and that it is the Contractor's sole responsibility to provide, or make available, this safety information to all its Subcontractors.
4. The Contractor understands and agrees that the construction of the work included in this contract is by its nature dangerous work. The Contractor agrees:
  - That the Contractor should have a safety program; however, the Contractor need not submit a safety program to the City of Des Moines, and City of Des Moines staff will not review or approve the Contractor's safety program. The City of Des Moines assumes that the Contractor will maintain a safe worksite; however, City of Des Moines staff will not intrude in the Contractor's responsibility for safety issues.
  - That until the work is accepted by the Jurisdiction; the work shall be in the custody of and under the charge, care, and control of the Contractor.
  - That the Contractor is responsible for the project area or work site.
  - That the Contractor is solely responsible for the safety of everyone on its work site.
  - That it is the Contractor's sole responsibility to provide as safe a working site as possible given the nature of the work.
  - That it is the Contractor's responsibility to notify and advise its employees, subcontractors, suppliers, and everyone on the worksite of the dangers associated with the work, and provide them with appropriate safety information to protect them from those dangers.
5. The Contractor acknowledges and agrees that no contract shall be binding upon the City of Des Moines until said contract has been executed by the Bidder, and shall have been approved by the City Council and executed by the Mayor and attested to by the City Clerk.

6. The Contractor agrees that sixty (60) days shall constitute a reasonable time within which it shall be required to make progress payments or final payment to subcontractors after each subcontractor's satisfactory performance of its work, all as required by Section 573.12 2.b.(2) of the Code of Iowa.



CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS, QUANTITIES AND PRICES: 1 of 4

This contract is awarded and executed for completion of the work specified in the contract documents for the bid price tabulated below as proposed by the contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes which amount to twenty (20) percent or less of the amount bid shall not affect the unit bid price of that item.

Activity ID 09-2021-004

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	* Clearing and Grubbing	UNIT	460.00	\$30.00	\$13,800.00
2	* Clearing and Grubbing	AC	0.17	\$20,000.00	\$3,400.00
3	* Topsoil, On-site	CY	486.00	\$30.00	\$14,580.00
4	* Topsoil, Off-site	CY	481.00	\$90.00	\$43,290.00
5	* Excavation, Class 10	CY	2279.00	\$30.00	\$68,370.00
6	* Excavation, Class 10, Onsite	CY	58.00	\$40.00	\$2,320.00
7	* Excavation, Class 10, Import	CY	64.00	\$50.00	\$3,200.00
8	* Excavation, Class 12	CY	12.00	\$170.00	\$2,040.00
9	Subbase, Modified, 6 in. depth	SY	580.00	\$30.00	\$17,400.00
10	Storm Sewer, Trenched, RCP, 15 in.	LF	30.00	\$260.00	\$7,800.00
11	Storm Sewer, Trenched, RCP, 24 in.	LF	10.00	\$400.00	\$4,000.00
12	* Removal of Storm Sewer, RCP, 24 in.	LF	10.00	\$70.00	\$700.00
13	Pipe Apron, PCC, 15 in.	EA	1.00	\$5,000.00	\$5,000.00
14	Adjust Stop Box to New Grade	EA	13.00	\$300.00	\$3,900.00
15	Fire Hydrant Relocation	EA	3.00	\$6,000.00	\$18,000.00
16	Intake, SW-501	EA	1.00	\$6,000.00	\$6,000.00
17	Intake, SW-501 Modified	EA	1.00	\$8,000.00	\$8,000.00
18	Intake, SW-508 Modified	EA	1.00	\$9,500.00	\$9,500.00
19	Casting Extension Ring	EA	5.00	\$200.00	\$1,000.00
20	Intake/Manhole Adjustment, Minor	EA	6.00	\$2,500.00	\$15,000.00
21	Intake/Manhole Adjustment, Major	EA	4.00	\$4,800.00	\$19,200.00
22	* Remove Intake	EA	1.00	\$2,000.00	\$2,000.00
23	Adjust Water Service Stop Box in Pavement	EA	7.00	\$500.00	\$3,500.00
24	New Stop Box Housing and New Stop Box Rod	EA	7.00	\$500.00	\$3,500.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
25	* Check Depth of Water Service	EA	6.00	\$500.00	\$3,000.00
26	* Check Depth of Gas Service	EA	31.00	\$300.00	\$9,300.00
27	Lower Water Service	EA	4.00	\$1,500.00	\$6,000.00
28	Pavement, PCC, 8 in.	SY	229.00	\$120.00	\$27,480.00
29	Curb and Gutter, 2.5' x 8"	LF	125.00	\$60.00	\$7,500.00
30	Curb and Gutter, 2.0' x 6"	LF	549.00	\$62.00	\$34,038.00
31	Curb and Gutter, 2.0' x 7"	LF	839.00	\$55.00	\$46,145.00
32	* Removal of Driveway/Sidewalk	SY	2028.00	\$16.00	\$32,448.00
33	* Removal of Curb	LF	40.00	\$20.00	\$800.00
34	Shared Use Path, PCC, 6"	SY	405.00	\$75.00	\$30,375.00
35	Sidewalk, PCC, 4"	SY	6050.00	\$78.00	\$471,900.00
36	Sidewalk, PCC, 6"	SY	994.00	\$107.00	\$106,358.00
37	Sidewalk, PCC, 5" Class A	SY	235.00	\$100.00	\$23,500.00
38	Detectable Warning, Cast Iron	SF	687.00	\$50.00	\$34,350.00
39	Driveway, Paved, PCC, 6"	SY	2076.00	\$82.00	\$170,232.00
40	Driveway, Granular	TON	84.00	\$45.00	\$3,780.00
41	Driveway, Grass-Paver System	SY	35.00	\$200.00	\$7,000.00
42	Full Depth Patches, PCC, 8"	SY	155.00	\$150.00	\$23,250.00
43	Pavement Removal	SY	667.00	\$25.00	\$16,675.00
44	* Curb and Gutter Removal	LF	1240.00	\$12.00	\$14,880.00
45	* Traffic Signal Modifications, E Douglas Ave & Hubbell Ave	LS	1.00	\$14,000.00	\$14,000.00
46	Remove and Reinstall Sign	LS	1.00	\$1,600.00	\$1,600.00
47	* Painted Pavement Markings, Solvent/Waterborne	STA	15.60	\$200.00	\$3,120.00
48	* Painted Pavement Markings, Durable	STA	1.20	\$500.00	\$600.00
49	* Pavement Markings Removed	STA	1.50	\$150.00	\$225.00
50	* Remove and Reinstall Sign	EA	9.00	\$300.00	\$2,700.00



<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
51	* Removal of Sign and Sign Post	EA	5.00	\$200.00	\$1,000.00
52	* Type A signs, Sheet Aluminum	SF	100.00	\$12.00	\$1,200.00
53	Sign Post, Perforated Square, Steel Tube Post	LF	100.00	\$15.00	\$1,500.00
54	Temporary Traffic Control	LS	1.00	\$50,000.00	\$50,000.00
55	* Hydraulic Seeding, Fertilizing, and Mulching, Type 1	AC	3.80	\$6,000.00	\$22,800.00
56	Watering	GAL	35000.00	\$0.10	\$3,500.00
57	Mulch	CY	10.00	\$50.00	\$500.00
58	* River Rock, 2"	TON	10.00	\$100.00	\$1,000.00
59	* Compost Blanket, 2"	SF	20000.00	\$0.20	\$4,000.00
60	* Filter Sock, 8"	LF	1600.00	\$3.00	\$4,800.00
61	* Filter Sock, 9"	LF	4150.00	\$3.50	\$14,525.00
62	* Filter Socks, Removal	LF	5750.00	\$0.10	\$575.00
63	* Wattle, Straw, 12"	LF	1020.00	\$3.00	\$3,060.00
64	* Wattle, Removal	LF	1020.00	\$0.10	\$102.00
65	* Rip Rap, Erosion Stone	TON	3.00	\$200.00	\$600.00
66	Erosion Control Mulching, Hydromulching	AC	1.60	\$3,000.00	\$4,800.00
67	* Inlet Protection Device, Open Throat Intake Sediment Filter	EA	4.00	\$500.00	\$2,000.00
68	* Inlet Protection Device, Maintenance	EA	4.00	\$100.00	\$400.00
69	* Tree Protection and Temporary Fencing	LF	350.00	\$3.00	\$1,050.00
70	* Tree Trunk Protection	EA	14.00	\$500.00	\$7,000.00
71	* Tree Trimming	LS	1.00	\$2,000.00	\$2,000.00
72	* Chain Link Fence, Galvanized, 42"	LF	180.00	\$50.00	\$9,000.00
73	Chain Link Fence, Black Vinyl Coated, 42"	LF	348.00	\$50.00	\$17,400.00
74	Gates, Galvanized Chain Link, 42" x 3'3"	EA	1.00	\$500.00	\$500.00
75	Removal and Reinstallation of Existing Fence, Chain Link, 42 in.	LF	40.00	\$52.00	\$2,080.00
76	Removal of Fence	LF	218.00	\$5.00	\$1,090.00
77	* Temporary Fence, Chain Link Fence, 42" Min.	LF	180.00	\$20.00	\$3,600.00

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
78	* Modular Block Retaining Wall, 12" Deep	SF	772.00	\$45.00	\$34,740.00
79	Modular Block Retaining Wall, 21" Deep	SF	1900.00	\$45.00	\$85,500.00
80	Combined Concrete Sidewalk and Retaining Wall	CY	57.00	\$800.00	\$45,600.00
81	Concrete Steps, Type B	SF	40.00	\$160.00	\$6,400.00
82	Handrail, Steel, Powder Coated Black	LF	15.00	\$250.00	\$3,750.00
83	Safety Rail	LF	84.00	\$100.00	\$8,400.00
84	Construction Survey	LS	1.00	\$10,000.00	\$10,000.00
85	* Mobilization	LS	1.00	\$190,000.00	\$190,000.00
86	* Maintenance of Postal Service	LS	1.00	\$1,000.00	\$1,000.00
87	* Maintenance of Solid Waste Collection	LS	1.00	\$1,000.00	\$1,000.00
88	* Temporary Pedestrian Residential Access	SY	250.00	\$50.00	\$12,500.00
89	* Temporary Granular Sidewalk	SY	48.00	\$30.00	\$1,440.00
90	* Concrete Washout	LS	1.00	\$500.00	\$500.00
91	* Salvage and Replace Landscaping - 5016 SW 13th St	LS	1.00	\$1,000.00	\$1,000.00
92	Remove and Salvage Items to Property Owner	LS	1.00	\$1,000.00	\$1,000.00
93	* Trim Back Plants	LS	1.00	\$1,000.00	\$1,000.00

**TOTAL CONSTRUCTION COST** **\$1,930,668.00**

**\*TOTAL=** **\$556,665.00**

\*Item does not have to be included in 4-year maintenance bond but shall be covered by a 1-year maintenance bond.

NOTE: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the City. Quantity changes which amount to twenty (20) percent or less of the total bid shall not affect the unit price of that item.



## CONTRACT ATTACHMENT: ITEM 3 – COMPLETION PROVISIONS

The Contractor hereby agrees to:

1. Fully complete all phases of the project including restoration of all disturbed surfaces by May 31, 2023 and pay liquidated damages for noncompliance in the amount of five-hundred and no/100 dollars (\$500.00) for each calendar day thereafter that the project is incomplete.
2. Undertake and schedule work in compliance with the intermediate completion provision as described below.

### **Intermediate Completion Provision:**

- Commence the work at the following sites on or after June 6, 2022, and fully complete the work (including punch list items) by August 12, 2022; and to pay liquidated damages for noncompliance with said completion provision in the amount of five hundred and no/100 dollars (\$500.00) for each calendar day thereafter.
  - SE 1<sup>st</sup> St from E Watrous Ave to E Leach Avenue (Eastside)
  - SE 2<sup>nd</sup> St from E Watrous Ave to E Leach Avenue (Eastside)
  - Hackley Ave from SW 13<sup>th</sup> St to SW 9<sup>th</sup> Street (Southside)
  - Hackley Ave from SW 14<sup>th</sup> St to SW 13<sup>th</sup> Street (Northside)
  - SW 6<sup>th</sup> St from Park Ave to Pleasant View Drive (Westside)
- 3. Pay separate sums of liquidated damages that will be assessed for each of the conditions described hereinbefore, and they shall be cumulative if multiple conditions have not been satisfied.

ENGINEERING DEPARTMENT  
CITY OF DES MOINES, IOWA

SURETY'S BOND NO. IAC592792

PERFORMANCE, PAYMENT & MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Hawkeye Paving Corporation, as Principal (the "Contractor" or "Principal"), and Merchants Bonding Co (Mutual) as Surety, are held and firmly bound unto the City of Des Moines, as Oblige (the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Nine Hundred Thirty Thousand Six Hundred Sixty Eight and 00/100 dollars (\$1,930,668.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the Contractor entered into a contract with the Jurisdiction, bearing the date of April 18, 2022, (the "Contract") wherein the Contractor undertakes and agrees to construct the following described improvements:

2022 Neighborhood Sidewalk Program, 092021004

The improvement includes construction of Portland Cement Concrete (PCC) sidewalk and trail, PCC ADA compliant curb ramps, PCC raised parking bumpouts, grading, pavement removal, subdrain, storm sewer, modular block retaining walls, water service modifications, surface restoration, traffic control, and other incidental items; all in accordance with the contract documents, including Plan File No. 641-003/222, along the following twenty-eight blocks of residential streets in Des Moines, Iowa:

Broad Street from S.W. 9th Street to S.W. 5th Street (Northside)  
S.W. 5th Street from Broad Street to Pleasant View Drive (Westside)  
Pleasant View Drive from S.W. 6th Street to S.W. 5th Street (Northside)  
S.W. 6th Street from Park Avenue to Pleasant View Drive (Westside)  
12th Street from Oak Park Avenue to Euclid Avenue (Westside)  
11th Street from Oak Park Avenue to Euclid Avenue (Westside)  
Oak Park Avenue from Ravina Drive to 9th Street (Southside)  
Frazier Avenue from S.W. 18th Street to S.W. 14th Street (Southside)  
S.W. 13th Street from Kenyon Avenue to Frazier Avenue (Westside)  
S.W. 13th Street from Yeader Creek to McKinley Avenue (Eastside)  
Hackley Avenue from S.W. 13th Street to S.W. 9th Street (Southside)  
Hackley Avenue from S.W. 14th Street to S.W. 13th Street (Northside)  
E. Euclid Avenue from E. 33rd Street to Hubbell Avenue (Northside)  
Hubbell Avenue from E. 33rd Street to E. Douglas Avenue (Northside)  
E. Gray Street from Indianola Avenue to S.E. 5th Street (Southside)  
S.E. 1st Street from E. Watrous Avenue to E. Leach Avenue (Eastside)  
S.E. 2nd Street from E. Watrous Avenue to E. Leach Avenue (Eastside)  
Hickman Road from 44th Street to 48th Street (Southside)  
Hickman Road from 60th Street to 61st Street (Southside)

and to faithfully perform all the terms and requirements of the Contract within the time specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided however, that one year after the date of acceptance by the Jurisdiction as complete, of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of One Million Three Hundred Seventy Four Thousand Three and 00/100 dollars (\$1,374,003.00), which is the cost associated with those items shown on the Proposal and in the Contract which require a maintenance bond period in excess of one year.



## (CONT) PERFORMANCE, PAYMENT &amp; MAINTENANCE BOND

Activity ID 092021004

It is expressly understood and agreed by the Contractor and Surety that the following provisions are a part of this Bond and are binding upon the Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of the Contract and Contract Documents, by reference made a part hereof, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and Surety on this bond hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable unless the claims have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Iowa Code Chapter 573.
3. **MAINTENANCE:** The Contractor and the Surety shall, at their own expense:
  - A. Remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of the work;
  - B. Keep all work in continuous good repair; and
  - C. Pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's obligation extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time the work was accepted.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, that increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this Bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and liquidated damages are being charged against the Contractor.



5. The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
  - B. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead as applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.
  - C. In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation accruing to the benefit of the Jurisdiction, the Contractor and Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against the Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether or not the Contractor is joined in the action.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

## (CONT) PERFORMANCE, PAYMENT &amp; MAINTENANCE BOND

Activity ID 092021004

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 7th day of April, 20 22

## PRINCIPAL:

Hawkeye Paving Corporation

By

AS n Contractor

Signature Anthony L. Perkins

President

Title

## FORM APPROVED BY:

Kathleen Vanderpool  
Kathleen Vanderpool  
Deputy City Attorney

## SURETY:

Merchants Bonding Co (Mutual)

Surety Company

By

Marc A Engels

Signature Attorney-in-Fact/Officer

Marc A Engels

Name of Attorney-in-Fact/Officer

Mel Foster Insurance

Company Name

3218 E 35th St Ct

Company Address

Davenport IA 52807

City, State Zip Code

(563) 359-5446

Company Telephone Number

## NOTE:

1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety's raised, embossed seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.
5. This bond form must be utilized as printed; no additions/deletions/alterations are permitted, other than providing the required information.



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Bond No. IAC592792

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

**Marc A Engels**

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of April, 2022.



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

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 7th day of April, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of April, 2022.



*William Warner Jr.*  
Secretary





HAWKPAV-01

JANDERSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2022

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

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

PRODUCER Mel Foster Insurance 3218 E. 35th Street Court Davenport, IA 52807	CONTACT NAME:		
	PHONE (A/C, No, Ext): (563) 359-5446	FAX (A/C, No): (563) 359-6432	
INSURED  HAWKEYE PAVING CORP 4241 W 83rd St Davenport, IA 52806	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : INTEGRITY INSURANCE CO		14303
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP2625108	3/31/2022	3/31/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 650,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA2625109	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2625111	3/31/2022	3/31/2023	EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$ 8,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCP2625110	3/31/2022	3/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	<input checked="" type="checkbox"/> Installation Floater			CPP2625108	3/31/2022	3/31/2023	Limit	250,000

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

For All Work Performed by the Named Insured

City of Des Moines including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions, and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants are included as Additional Insureds under the General Liability and Auto Liability on a primary and noncontributory basis. A Waiver of Subrogation applies under the General Liability, Auto Liability and Workers Comp. All liability policies listing the jurisdiction as an Additional Insured shall include a Governmental Immunities Endorsement pursuant to Iowa Code section 670.4. The Fellow Employee Exclusions under the General Liability and Auto Liability have been deleted. Should the above policy(s) be cancelled before the expiration date for any reason except for non-payment of premium, the issuing company will mail 30 days written notice to the Certificate Holder named. The preceding additional coverage(s) will only apply with whom the Named Insured has a written contract or agreement that requires these coverage additions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Des Moines Engineering Dept  
400 Robert D Ray Dr  
Des Moines, IA 50309

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc A. Ellis





HAWKPAV-01

JANDERSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

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

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

PRODUCER Mel Foster Insurance 3218 E. 35th Street Court Davenport, IA 52807	CONTACT NAME: PHONE (A/C, No, Ext): (563) 359-5446 FAX (A/C, No): (563) 359-6432 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: INTEGRITY INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED  HAWKEYE PAVING CORP 4241 W 83rd St Davenport, IA 52806	NAIC # 14303

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPP2625108	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 650,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA 2625109	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2625111	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X WCP2625110	3/31/2022	3/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater			CPP2625108	3/31/2022	3/31/2023	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For All Work Performed by the Named Insured

City of Des Moines including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions, and/or authorities and their board members, employees, and volunteers, and all it officers, agents, and consultants are included as Additional Insureds under the General Liability and Auto Liability on a primary and noncontributory basis. A Waiver of Subrogation applies under the General Liability, Auto Liability and Workers Comp. All liability policies listing the jurisdiction as an Additional Insured shall include a Governmental Immunities Endorsement pursuant to Iowa Code section 670.4. The Fellow Employee Exclusions under the General Liability and Auto Liability have been deleted. Should the above policy(s) be cancelled before the expiration date for any reason except for non-payment of premium, the issuing company will mail 30 days written notice to the Certificate Holder named. The preceding additional coverage(s) will only apply with whom the Named Insured has a written contract or agreement that requires these coverage additions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Des Moines Engineering Dept 400 Robert D Ray Dr Des Moines, IA 50309	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Marc A. E...
--	---

Integrity Insurance Company  
P.O. Box 539  
Appleton, Wisconsin 54912-0539

**Endorsement**

**WC 00 03 13**

**Policy Number: WCP 2625110**

**Waiver of Our Right To Recover From  
Others Endorsement**

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

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

**Schedule**

Any person or organization that requires you to obtain this waiver from us by a written contract executed prior to the date of injury covered by this policy.



Integrity Mutual Insurance  
P.O. Box 539  
Appleton, Wisconsin 54912-0539

Endorsement

CA 60

Policy Number: CA 2626741

**Business Auto Optimum**

THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.

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

**SECTION II - COVERED AUTOS LIABILITY COVERAGE**

**A. Broad Form Insured**

Paragraph A.1., **Who Is An Insured**, is amended to include as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However:

- (1) The Named Insured does not include any organization:
- (a) that is a partnership or joint venture;  
or
  - (b) that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.

Paragraph d.(1)(i) above does not apply to a policy written to apply specifically in excess of this policy.

- (2) Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.
- (3) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

**e. Employees As Insureds - Non-ownership**

Any employee of yours is an "insured":

- (1) While using a covered "auto" you don't own, hire or borrow in your business or personal affairs; or
- (2) While operating an "auto" hired or rented without a driver under contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**f. Blanket Additional Insureds**

Any person or organization whom you are required in a written contract or agreement to include as an additional "insured" with respect to your ownership, maintenance or use of a covered "auto". This provision only applies to written contracts or agreements that are signed prior to any "bodily injury" or "property damage" to which coverage applies.

Coverage under this provision (f.) shall be primary and non-contributory with respect to the person or organization included as an "insured" under this provision(f.), but only if the written contract or agreement requires coverage to be primary and non-contributory.

**B. Increased Supplementary Payments**

Paragraphs 2.a.(2) and (4) Supplementary Payments are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

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Endorsement

CA 60

Policy Number: CA 2626741

**Business Auto Optimum**

**C. Amended Fellow Employee Exclusion**

Exclusion 5., under Paragraph B., Exclusions, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The insurance provided under this provision is excess over any other collectible insurance.

**SECTION III - PHYSICAL DAMAGE COVERAGE**

The following coverages are added to Paragraph

**A. Coverage, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

**5. Hired Auto Physical Damage Coverage (Other Than "Mobile Equipment")**

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is the lesser of:

- (1) \$75,000;
- (2) Actual Cash Value; or
- (3) Cost of Repair.

- b. For each hired "auto", our obligation to pay for "loss" will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

- c. The insurance provided under this coverage extension is primary over any other collectible insurance.

- d. Subject to the above limit, deductible and excess provisions, we will provide coverage

equal to the broadest coverage applicable to any covered "auto" you own.

- e. Subject to a maximum limit of \$500 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable for, and the lessor incurs an actual financial loss.

**6. Air Bag Coverage**

We will pay up to a maximum of \$1,000 per occurrence to have air bags in your covered "auto" replaced for an incurred "loss" resulting from accidental deployment. Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

**7. Additional Living Expense**

We will pay up to \$25 a day, to a maximum of \$400 for additional living expenses, meaning food, lodging and telephone costs, incurred by you due to a covered "loss" caused by:

- a. Comprehensive only if the Declarations indicate that Comprehensive Coverage is provided for that "auto".
- b. Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for that auto.
- c. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

This coverage applies only in the event that the "loss":

- a. Disables a covered "auto"; and
- b. Occurs more than 100 miles from the insured address shown in the Declarations or the garaging address of your covered "auto", if it is different from the insured address.

We will pay the additional living expenses incurred until your covered "auto" is returned to use or we pay for its "loss".



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**Business Auto Optimum**

**8. Locked Vehicle Coverage**

We will pay to have your covered "auto" unlocked if your vehicle's keys are locked inside your covered "auto". Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

**9. Rental Reimbursement Coverage**

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

- a. This coverage applies only to a covered "auto" described in the policy.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, at a maximum of 30 days.
- d. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred.
  - (2) A maximum payment of \$60 per day.
- e. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- f. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Coverage Extension**.

**10. Loan Lease Gap Coverage**

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

The following changes have been made to **SECTION III - PHYSICAL DAMAGE COVERAGE**:

**A. Towing and Labor**

Paragraph A.2. Towing under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced by the following:

**2. Towing and Labor**

We will pay towing and labor costs incurred up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:



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**Business Auto Optimum**

- a. For private passenger type vehicles or "light trucks" we will pay to up \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- b. For "medium trucks" we will pay up to \$175 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds.

However, the labor must be performed at the place of disablement.

**B. Physical Damage Increased Transportation Expense Coverage**

Coverage for temporary transportation expense under 4. Coverage Extensions, a. Transportation Expenses, is increased to \$50 per day, up to a maximum limit of \$1,000.

**C. Glass Repair - Waiver of Deductible**

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

No deductible applies to glass damage if the glass is repaired rather than replaced.

**SECTION IV - BUSINESS AUTO CONDITIONS**

**A. Unintentional Failure to Disclose Hazards**

Paragraph B., General Conditions, is amended by adding the following:

**9. Unintentional Failure to Disclose Hazards**

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for same.

**B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status Under An Insured Contract**

Under SECTION IV, BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following paragraphs:

- a. We waive any right of recovery we may have against any person or organization described in Paragraph b. below because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance, or use of a covered "auto" in performance of work being performed under a contract with that person or organization.
- b. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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4241 W 83RD ST  
EVAENPORT IA 52806

Integrity Insurance Company  
P.O. Box 539  
Appleton, Wisconsin 54912-0539

Endorsement

IL 03

Policy Number: CPP 2625108

**Cancellation Privilege Notice**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
at 12:01 A.M. standard time	
Named Insured	Countersigned by

(Authorized Representative)

**SCHEDULE**

**Name and Address of Person or Organization to Receive Notice of Cancellation:**

CITY OF DES MOINES IA  
ENGINEERING DEPT  
400 ROBERT D RAY DR  
DES MOINES IA 50309

- A. If we cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation at least 30 days before the effective date of cancellation.
- B. If you cancel this policy, we will mail to the person or organization named in the Schedule of this endorsement, written notice of cancellation.

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

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
BUSINESS COMPUTER COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits, unless stated otherwise, and deductibles shown below apply at each designated location. If a limit is shown elsewhere in the policy for any of these coverages, then that limit applies in addition to the limits shown below. If a different deductible amount is shown in the policy for any of these coverages, then that deductible will be the applicable deductible.

A separate limit of \$500,000 applies on a **Per Loss Aggregate** basis to those coverages shown below that are designated **PLA**. This **Per Loss Aggregate** Limit applies separately at each location designated on the policy Declarations. At the time of loss, the first Named Insured may elect to apportion this **Per Loss Aggregate** Limit of Insurance to any one or any combination of those coverages, but under no circumstances will the aggregate apportionment be permitted to exceed \$500,000 at any one designated location. For complete details of the coverages provided, refer to the specific policy language.

**BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO THE PER LOSS AGGREGATE**

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
PLA	Property Deductible	Accounts Receivable	9
PLA	None	Claim Expense	10
PLA	Property Deductible	Computer	18
PLA	Property Deductible	Consequential Loss Assumption	15
PLA	Property Deductible	Fine Arts Not Held For Sale	15
PLA	None	Fire Department Service Charge	5
PLA	Property Deductible	Mobile Equipment On Premises	16
PLA	None	Recharge Of Fire Protection Equipment	9
10% of Loss Subject To PLA	None	Reward Payment	8
PLA	Property Deductible	Utility Services - Direct Damage	16
PLA	Property Deductible	Valuable Papers And Records (Other Than Electronic Data)	13



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**BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO A SPECIFIC LIMIT OF INSURANCE**

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$50,000 Building	Property Deductible	Appurtenant Structures	17
\$5,000 BPP	Property Deductible	Appurtenant Structures	17
\$10,000	Property Deductible	Backup Of Sewer And Drains	11
\$10,000	Property Deductible	Business Personal Property Temporarily In Portable Storage Units	14
\$25,000	None	Computer And Funds Transfer Fraud	12
Included in BPP Limit	Property Deductible	Contents Of Fuel Storage Tanks	5
\$25,000 Per Occurrence; \$100,000 Annual Aggregate	Property Deductible	Contractual Penalties	11
\$10,000	Property Deductible	Deferred Payments	16
\$10,000	None	Employee Theft Including ERISA	11
\$10,000	None	Forgery Or Alteration	11
Included In Building Limit	Property Deductible	Fuel Storage Tanks	5
\$1,000	None	Lock And Key Replacement	11
\$10,000 In/Out	None	Money And Securities	9
\$1,000,000	Property Deductible	Newly Acquired Or Constructed Property - Building - 180 Days To Report	12
\$500,000	Property Deductible	Newly Acquired Or Constructed Property - Business Personal Property - 180 Days To Report	12
\$5,000	Property Deductible	Non-Owned Detached Trailers	14
Included	Property Deductible	Ordinance Or Law Contingent Liability	6
\$50,000	Property Deductible	Ordinance Or Law Demolition Cost	7
\$50,000	Property Deductible	Ordinance Or Law Increased Cost Of Construction	7
\$10,000	Property Deductible	Ornamental Display Gardens	17
\$10,000	Property Deductible	Ornamental Landscape Display	17

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<b>LIMIT</b>	<b>DEDUCTIBLE</b>	<b>SUBJECT OF INSURANCE</b>	<b>PAGE</b>
\$25,000	Property Deductible	Outdoor Growing Stock	17
\$25,000	Property Deductible	Outdoor Property	15
\$10,000	Property Deductible	Personal Effects And Property Of Others (Maximum Of \$1,000 Per Employee For Loss Or Damage By Theft)	12
\$25,000	Property Deductible	Pollutant Clean up	5
Included	Property Deductible	Premises Redefined To 1,000 Feet	5
90 Days	None	Preservation Of Property	5
\$25,000	Property Deductible	Property In Transit	13
\$50,000 \$25,000 per Salesperson	Property Deductible	Property Off- Premises	13
25% Of BPP Subject To PLA	Property Deductible	Seasonal Increase	18
Included	Property Deductible	Selling Price Valuation Of Stock	18
\$25,000	Property Deductible	Signs Whether Attached To A Building Or Not	18

**COMMERCIAL GENERAL LIABILITY COVERAGES**

<b>LIMIT</b>	<b>DEDUCTIBLE</b>	<b>SUBJECT OF INSURANCE</b>	<b>PAGE</b>
Included	None	Additional Insured - Lessor Of Leased Equipment	25
Included	None	Additional Insured - Managers Or Lessor Of Premises	26
Included	None	Additional Insureds Required By Contract	24
Included	None	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorization	26
Included	<b>None</b>	Aggregate Limit Per Location	23
Included	None	Aggregate Limit Per Project	23
Included	None	Blanket Primary And Noncontributory	28
Included	None	Broad Form Named Insured	24



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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Coverage For Injury To Leased Workers	19
\$300,000	None	Damage To Premises Rented To You - Increased Limit	19
Included	None	Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined	28
\$10,000	<b>None</b>	Electronic Data Liability	<b>27</b>
Included	None	Expected Or Intended Injury	18
Included	None	Incidental Medical Malpractice	27
Included	<b>None</b>	Liberalization Clause	<b>29</b>
\$25,000 Each Occurrence/ \$50,000 Aggregate	<b>\$250</b>	Limited Care, Custody Or Control Coverage	<b>20</b>
\$5,000 Each Occurrence	\$100	Lost Key Coverage	20
\$10,000	None	Medical Payments	27
Included	None	Mobile Equipment Redefined To 1,000 Pounds	29
Included	None	Newly Formed Or Acquired Organizations - 180 Days To Report	27
Included	<b>None</b>	Non-Owned Watercraft Redefined To 51 Feet	<b>19</b>
\$25,000	<b>None</b>	Property Damage To Borrowed Equipment	<b>20</b>
\$2,500	<b>None</b>	Supplementary Payments Increased Limits - Bonds	<b>24</b>
\$500 Per Day	<b>None</b>	Supplementary Payments Increased Limits - Earnings	<b>24</b>
Included	None	Unintentional Failure To Disclose Hazards	29
\$5,000 Each Occurrence/ \$25,000 Aggregate	<b>\$250</b>	Voluntary Property Damage	<b>22</b>
Included	None	Waiver Of Transfer Of Rights Of Recovery Against Others To Us	29

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The following changes apply to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

**I. The following amends specified provisions stated under Section A. Coverage:**

1. Item 1. **Covered Property a. Building (5)(b)** is replaced with the following:

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

2. The following are added under item a. **Building as Covered Property:**

(6) Fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

3. The first paragraph of item 1. **Covered Property b. Your Business Personal Property** is replaced with the following:

b. **Your Business Personal Property** consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

4. The following is added under item b. **Your Business Personal Property:**

(8) Contents of any fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

- (9) Personal Property Of Others that is:

(a) In your care, custody or control; and

(b) located in or on the building or structure described in the Declarations or in the open (or in a

vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

5. Item 1.c. **Personal Property of Others** is deleted.

**II. The following amends specified provisions stated under Section A. Coverage 4. Additional Coverages:**

1. Item b. **Preservation of Property (2)** is replaced with the following:

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

2. Item c. **Fire Department Service Charge** is replaced with the following:

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

3. The last paragraph of item d. **Pollutant Clean Up And Removal** is replaced with the following:

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.



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4. Item **e. Increased Cost Of Construction** is replaced in its entirety with the following:

**e. Ordinance Or Law**

**(1)** The coverages provided by this endorsement apply only if **(1)(a)** and **(1)(b)** are satisfied and they are then subject to the qualifications set forth in **(1)(c)**.

**(a)** The ordinance or law:

**(i)** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

**(ii)** is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

**(b)(i)** The building sustains direct physical damage that is covered under this policy and as a result of damage you are required to comply with the ordinance or law; or

**(ii)** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.

**(iii)** But if the building sustains direct physical damage that is

not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

**(c)** In the situation described in **(1)(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of the coverage provided by this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical loss bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this endorsement.

**(2)** We will not pay under this endorsement for:

**(a)** Enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence of, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

**(b)** The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or

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neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

#### (3) Coverage

(a) With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building as a consequence of or requirement to comply with an ordinance or law that requires the demolition of undamaged parts of the same building;

This **Additional Coverage** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. This does not increase the Limit of Insurance.

(b) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(b)** is \$50,000 at each described premises. This is additional insurance.

(c) (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

(i) Repair or reconstruct damaged portions of that

building; and/or  
(ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of or requirement to comply with the minimum standards of the ordinance or law.

However:

(i) This additional coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

(ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

(2) When a building is damaged or destroyed and **e.(3)(c)(1) applies** to that building, coverage for the increased cost of construction also applies to repair or reconstruction of the following subject to the same conditions stated in **e.(3)(c)(1)**:

(i) The cost of excavations, grading, backfilling and filling;

(ii) Foundation of the building;

(iii) Piling; and

(iv) Underground pipes, flues and drains.



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The items listed in (2)(i) through (2)(iv) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision (c)(2).

We will not pay for the increased cost of construction:

- (i) Until the property is actually repaired or replaced, at the same or another premises; **and**
- (ii) Unless repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(c)** is \$50,000 at each described premises. This is additional insurance.

- (4) If the property is repaired or replaced at the same premises or you elect to rebuild at another premises, we will not pay more than:
  - (a) The amount you actually spend to demolish and clear the site at the described premises; and
  - (b) The increased cost to repair, rebuild or construct the property at the same premises.
- (5) If the ordinance or law requires relocation to another premises we will not pay more than:
  - (a) The amount you actually spend to demolish and clear the site at the described premises; and

(b) The increased cost to rebuild or construct the property at the new **premises**.

(6) Neither the Coinsurance Additional Condition nor a deductible applies to **e.(3)(b)** and **e.(3)(c)**.

(7) The terms of this Additional Coverage apply separately to each covered building.

(8) Under this Additional Coverage we will not pay for costs due to an ordinance or law that:

- (a) You were required to comply with before the loss, even when the building was damaged; and
- (b) You failed to comply with.

(9) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, or Valuation Conditions, to the extent that such exclusions or limitations would conflict with the provisions of this Additional Coverage.

5. The following Additional Coverages are added:

**f. Arson, Theft And Vandalism Rewards**

We will pay on behalf of the insured for information which leads to a conviction in connection with:

- (1) A fire loss covered under this policy caused by arson;
- (2) An actual or attempted theft of Money or other Covered Property; or
- (3) A vandalism loss to the described premises.

The limit for this Additional Coverage is the actual amount of the reward payment but not greater than 10% of the

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actual loss, subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

This is additional insurance. The Coinsurance Additional Condition and Deductible do not apply to this Additional Coverage.

**g. Recharge Of Fire Protection Equipment**

We will pay your cost to recharge or replace, whichever is less, your fire extinguishers or automatic fire protection equipment when they are discharged as a result of fighting a fire caused by a Covered Cause of Loss, on or within 1,000 feet of the described premises.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

No Deductible applies to this Additional Coverage.

**h. Money And Securities**

Refer to **Insuring Agreements 3. Inside The Premises -Theft Of Money And Securities** and **5. Outside The Premises** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage.

The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 3** and \$10,000 for **Insuring Agreement 5** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 3** and **Insuring Agreement 5**.

**i. Accounts Receivable**

We will pay for expenses you incur due to direct physical loss or damage to your accounts receivable records caused by or resulting from a Covered Cause of Loss at a location described in the Declarations.

**(1)** The expenses we will pay include:

**(a)** Amounts due from your customers that you are unable to collect because of direct physical loss or damage to your accounts receivable records;

**(b)** Interest charges on any loan required to offset amounts you are unable to collect because of direct physical loss or damage to your accounts receivable records, pending our payment of these amounts;

**(c)** Collection expenses in excess of your normal collection expenses that are made necessary because of direct physical loss or damage to your accounts receivable records; and

**(d)** Other reasonable expenses that you incur to reestablish your records of accounts receivable.

**(2)** We will not pay expenses for loss or damage under this Additional Coverage caused by or resulting from any of the following:

**(a)** Bookkeeping, accounting or billing errors or omissions;

**(b)** Electrical or magnetic injury, disturbance or erasure of electronic "Data" or "Media" records, except as a result of direct physical loss caused by lightning;



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- (c) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property; or
  - (d) Unauthorized instructions to transfer property to any person or any place.
- (3) We will not pay expenses for loss or damage under this Additional Coverage for an audit of records or any inventory computation to prove its factual existence.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

The following loss conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
- (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and
  - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts

receivable, regardless of how that amount is established:

- (a) The amount of the accounts for which there is no loss or damage;
- (b) The amount of the accounts you are able to reestablish and collect;
- (c) An amount to allow for probable bad debts that you are normally unable to collect; and
- (d) All unearned interest and service charges.

**Additional Definitions:**

As used in this Additional Coverage i.:

"Data" means facts, concepts or instructions that are converted into a form usable in data processing operations. This includes computer programs.

"Media" means the materials on which "data" is recorded, such as magnetic tapes, discs, drums, paper tapes, cards and programs. This includes "data" stored on the "media".

**j. Claim Expense**

- (1) In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:
- (a) The investigation of a claim or suit; or
  - (b) The determination of the amount of loss, such as taking inventory.
- (2) We will not pay for:
- (a) Expenses to prove that the loss or damage is covered;
  - (b) Expenses incurred under **Section E. Loss Conditions 2. Appraisal**; or

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- (c) Expenses incurred for examinations under oath, even if required by us.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Forgery Or Alteration

Refer to **Insuring Agreement 2. Forgery Or Alteration of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**, CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 2** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 2**.

l. Employee Theft

Refer to **Insuring Agreement 1. Employee Theft of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**, CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 1** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 1**.

m. Lock And Key Replacement

We will pay up to \$1,000 per occurrence for the cost to repair or replace the door

locks and/or tumblers at the described premises due to theft of your door keys.

n. Contractual Penalties

We will pay for contractual penalties imposed by written contract between you and your customers. These penalties must:

- (1) Result from your failure to deliver your product on time according to contract terms;
- (2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and
- (3) I have been paid by you to your customer.

The most we will pay under this coverage is \$25,000 per occurrence with a \$100,000 annual aggregate limit.

o. Water That Backs Up From A Sewer Or Drain

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from:

- (1) Water that backs up from a sewer or drain; or
- (2) Water that enters into and overflows from within a:
  - (a) Sump pump;
  - (b) Sump pump well; or
  - (c) Other type systems;

designed to remove subsurface water which is drained from the foundation area.

The most we will pay for loss or damage in any one occurrence is \$10,000 or the Limit of Insurance shown in the Schedule for **Water That Backs Up From A Sewer Or Drain** at each described premises.



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p. Computer And Funds Transfer Fraud

Refer to **Insuring Agreement 6. Computer And Funds Transfer Fraud**, of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$25,000 for **Insuring Agreement 6** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 6**.

**III. Section A. Coverage 5. Coverage Extensions** is replaced in its entirety with the following:

**5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

**a. Newly Acquired Or Constructed Property**

(1) You may extend the insurance that applies to Building to apply to:

(a) Your new building while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you construct or acquire other than at fairs or exhibitions. The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(3) Insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property will end when any of the following first occurs:

(a) This policy expires;

(b) 180 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

**b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.

(2) Personal Property of Others in your care, custody or control.

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The most we will pay for loss or damage under this Extension is \$10,000 at each described premises, but not more than \$1,000 to any loss or damage by theft to tools owned by your employees necessary for the performance of their job responsibilities. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered - Electronic Data.

(2) If the Causes of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

(3) The limit for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**d. Property Off-premises**

You may extend the insurance provided by this Coverage Form to apply to your Covered Property that is temporarily at a location you do not own, lease or operate; in storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or that is in the care, custody or control of your salespersons. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

This extension does not apply to Covered Property in or on a vehicle.

The most we will pay for loss or damage under this Extension is \$50,000 but not more than:

- (1) \$25,000 per salesperson; or
- (2) \$50,000 at any fair, trade show or exhibition.

**e. Property In Transit**

You may extend the insurance provided by this Coverage Form to apply to your Covered Property (including property that is in the care, custody or control of your salesperson) in transit in or on a motor vehicle you own, lease or operate while between points within the coverage territory and more than 1,000 feet from the described premises. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.



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- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

The most we will pay for loss or damage under this Extension is \$25,000.

**f. Non-Owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle is in motion.
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or a motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect

on it or not) from any other insurance covering such property.

**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 1,000 feet of the building or structure described in the Declarations or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
- (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such



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Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on your Business Personal Property.

(5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy and does not apply to loss or damage to the storage unit itself.

**h. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof) including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. This limit applies to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises

the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

**i. Fine Arts**

You may extend the insurance provided by this Coverage Form to apply to Fine Arts owned by you or in your care, custody or control, that are not held for sale by you, at the premises in the Declarations.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, and other bona fide works of art or rarity, historical value or artistic merit.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

In the event of a covered loss, payment for Fine Arts will be valued at the Market Value of the item(s) at the time of loss.

Coverage does not extend to Fine Arts at any fair, trade show or exhibition.

**j. Consequential Loss**

You may extend the insurance provided by this Coverage Form to pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

In the application of the Coinsurance Additional Condition, the value of "stock" at any location to which this Extension applies includes the additional value that it represents in "stock" at other locations.

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The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

**k. Deferred Payments**

In the event of a loss under this Extension, coverage will be paid based on the value of the amount shown on your books as due from the buyer. In case of a partial loss and the buyer refuses to continue payment, forcing you to repossess, the amount of the loss will be determined as follows:

We will pay for expenses you incur due to your interest in Business Personal Property lost or damaged by a Covered Cause of Loss and sold by you under a conditional sale or trust agreement, or any installment or deferred payment plan after delivery to the buyer.

- (1) If the realized value of the repossessed property is equal to or greater than the amount shown on your books as due from the buyer, we will make no payment.
- (2) If the realized value of the repossessed property is less than the amount shown on your books as due from the buyer, we will pay the difference.
- (3) If a partial loss occurs and the buyer continues to pay you, there will be no loss payment made under this Extension.

The most we will pay under this Extension is \$10,000 for any one occurrence during the policy period.

**1. Mobile Equipment On Premises**

You may extend the insurance provided by this Coverage Form to apply to your

mobile equipment such as forklifts, lawn mowers, tractors and similar vehicles, including equipment which you rent.

This Extension does not apply to vehicles which are licensed for use on public roads, or which are insured elsewhere.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

**m. Utility Services - Direct Damage**

You may extend the insurance provided by this Coverage Form to pay for loss or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to Utility Property. Utility Property includes water supply property, communication supply property and power supply property.

**Exception:**

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

As used in this Extension, **Utility Services** means:

**(1) Water Supply Services**, meaning the following types of property supplying water to the described premises:

- (a) Pumping stations; and
- (b) Water mains.

**(2) Communication Supply Services**, meaning property supplying



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communication services; including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including fiber optic transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

**(3) Power Supply Service**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

As used in this Extension the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Limit of Insurance for this Extension is subject to the \$500,000 Per Loss

Aggregate Limit for certain coverages specified in this endorsement. Loss or damage to two or more Utility Properties arising out of the same occurrence will be considered one occurrence.

**n. Appurtenant Structures**

You may extend the insurance that applies to Building to apply to your storage buildings, your garages and your other appurtenant structures, except outdoor fixtures, at the described premises. The most we will pay for Building loss or damage under this extension is \$50,000.

You may extend the insurance that applies to Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the described premises.

The most we will pay for Business Personal Property under this Extension is \$5,000.

**o. Ornamental Display Gardens**

You may extend the insurance provided by this Coverage Form to apply to ornamental display gardens, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

**p. Ornamental Landscape Displays**

You may extend the insurance provided by this Coverage Form to apply to ornamental masonry or stone bridges, walks, patios, retaining walls or similar surfaces, or wooden landscaping bridges, gazebos, storage sheds or similar structures, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

**q. Outdoor Growing Stock**

You may extend the insurance provided by this Coverage Form to apply to growing stock. Growing stock means:



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- (1) Seeds, seedlings, bulbs, cuttings, or cultivated plants or trees, from the time they are deposited in the ground, until removed from the ground; and
- (2) Outdoor trees, shrubs and plants held for sale that are contained in pots, flats, or other similar individual containers.

The most we will pay for loss or damage under this Extension is \$25,000.

IV. Section C. Limits Of Insurance is replaced in its entirety with the following:

**C. Limits Of Insurance**

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
2. The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$25,000 per sign in any one occurrence.
3. The Limit Of Insurance for Business Personal Property stated in the Declarations will automatically increase by 25% to provide for seasonal variations. This seasonal increase is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.
4. Except as otherwise specified, the limits applicable to Additional Coverages and to Coverage Extensions are in addition to the Limit Of Insurance.
5. Payments under the following Additional Coverage will not increase the applicable Limit of Insurance:
  - a. Preservation of Property.

V. The following amends specified provisions stated under Section E. Loss Conditions:

1. **Item 7. Valuation c.** "Stock" is replaced with the following:

c. We will determine the value of "stock" you own in the event of loss or damage at:

- (1) The selling price, as if no loss or damage occurred; and
- (2) Less discounts and expenses you otherwise would have had.

The following changes apply to the CAUSES OF LOSS - SPECIAL FORM.

VI. Under Section F. Additional Coverage Extension, **Item 1. Property In Transit** is deleted in its entirety.

The following changes apply to the BUSINESS COMPUTER COVERAGE FORM as specified.

VII. We will pay for all risks of direct physical loss, subject to the exclusions and provisions contained in BUSINESS COMPUTER COVERAGE FORM IM 7203, which is attached to and made part of this policy.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

Coverage may be extended up to \$10,000 while the Covered Property is anywhere within the policy territory, and while in transit; however, this Extension does not increase the Limit of Insurance at each described premises.

The following changes apply to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM as specified:

**VIII. Expected Or Intended Injury**

Exclusion 2.a. under Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced with the following:

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"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" and "property damage" resulting from the use of reasonable force to protect persons or property.

**IX. Coverage For Injury To Leased Workers**

A. With respect to Exclusion 2.e. **Employer's Liability of Section I - Coverage A - Bodily Injury And Property Damage Liability**, the definition of "employee" in **Section V - Definitions** is replaced by the following:

5. "Employee" does not include a "leased worker" or "temporary worker".

**X. Non-Owned Watercraft**

Exclusion **g.(2)** under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

**XI. Increased Limit For Damage To Premises Rented To You**

A. **Section I - Coverage A - Bodily Injury And Property Damage Liability**, 2. **Exclusions** is amended as follows:

1. The fourth from the last paragraph of Exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period

of seven or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You** as Described in **Section III - Limits Of Insurance**.

2. The last paragraph of 2. **Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in **Section III - Limits Of Insurance**.

- B. Section III - Limits Of Insurance**, Paragraph 6., is replaced by the following:

6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, lightning, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with the permission of the owner. The limit is the greater of:

- a. \$300,000; or
- b. The amount shown in the **Declarations for Damage To Premises Rented To You Limit**.

- C.** The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" wherever it appears in:

1. **Condition 4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions**; and



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**2. 9.a. of Section V - Definitions.**

**XII. Lost Key Coverage**

A. Coverage for "bodily injury" and "property damage" liability with respect to the insured's operations is extended as follows:

1. We will pay those sums that you become legally obligated to pay as damages due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.

2. The additional insurance provided by this endorsement does not apply to:

- (a) Misappropriation;
- (b) Secretion;
- (c) Conversion;
- (d) Infidelity; or
- (e) Any dishonest act on the part of the insured.

3. The additional insurance provided by this endorsement applies only to:

- (a) The actual cost of the keys;
- (b) Adjustment of locks to accept new keys; and
- (c) The cost of new locks, including the cost of their installation.

B. The most we will pay for loss or damage resulting from any one "occurrence" under this provision XII. is \$5,000.

C. A deductible of \$100 applies to any loss or damage resulting from any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

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

D. This coverage extension is subject to the following:

1. Exclusion **j. Damage To Property**, Paragraph j.(3) and **j.(4) of Section I Coverage A - Bodily Injury And Property Damage Liability** do not apply to the loss of keys by an insured.
2. Subparagraph **2.a.(2) of Section II - Who Is An Insured** does not apply to this additional insurance.

**XIII. Property Damage To Borrowed Equipment**

A. Exclusion **j.(4) under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and
2. Away from an insured's premises.

B. Subject to Paragraph **5 in Section III - Limits Of Insurance, Coverage A** the most we will pay for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

C. The insurance afforded by provision XIII. **Property Damage To Borrowed Equipment** is excess over any valid and collectible property insurance available to the insured.

**XIV. Limited Care, Custody Or Control Liability Coverage**

**A. Insuring Agreement**

With respect to the coverage provided by **XIV. Limited Care, Custody Or Control Liability Coverage**, the following is added to Paragraph **1.a. of Section I - Coverage A - Bodily Injury And Property Damage Liability**:



**B. Exclusions**  
We will pay all sums that the insured becomes legally obligated to pay as damages because of "loss" to property of others while in the care, custody or control of the insured.

With respect to the coverage provided by this coverage extension:

1. Exclusions 2.j.(4) and 2.j.(5) of Section I - Coverage A - Bodily Injury And Property Damage Liability do not apply; and

2. The following additional exclusions are added to Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to "loss" to property:

(a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;

(b) Owned or occupied by, rented or leased to, or loaned to any insured;

(c) Included in the "products-completed operations hazard"; and

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

**C. Limit Of Insurance**

With respect to the coverage provided by XIV. Limited Care, Custody Or Control Liability Coverage, the following is added to Section III - Limit Of Insurance:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$25,000. However, the most we will pay

for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$50,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.

2. We will not pay for a "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under D. Deductible. We will then pay the amount of "loss" or damage in excess of the deductible, up to the applicable limit of insurance.

**D. Deductible**

1. We are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
3. The terms of this insurance, including those with respect to:
- (a) Our right and duty to defend any "suits" seeking those damages; and
- (b) Your duties in the event of an "occurrence", claim or "suit", apply irrespective of the application of the deductible amount.

**E. Excess Insurance**

This insurance is excess over any other collectible insurance available to the insured.

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**F. Additional Definition**

The following is added to **Section V - Definitions**:

"Loss" means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

**XV. Voluntary Property Damage Coverage**

**A. Insuring Agreement**

With respect to the coverage provided by **XV. Voluntary Property Damage Coverage**, the following is added to Paragraph 1.a. of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

At your request, we will pay for a "loss" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.

**B. Exclusions**

With respect to the **Voluntary Property Damage Coverage**:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply;
2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;

(c) Included in the "products-completed operations hazard", or

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

**C. Limit Of Insurance**

With respect to **Voluntary Property Damage Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$5,000. However, the most we will pay for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$25,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **D. Deductible**. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance.

**D. Deductible**

1. With respect to **Voluntary Property Damage Coverage**, we are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of



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

**E. Excess Insurance**

This insurance is excess over any other collectible insurance available to the insured.

**F. Additional Definition**

The following is added to **Section V - Definitions**:

"Loss" means any unintentional "property damage" but does not include disappearance, abstraction or theft.

We will not pay for any "loss" under **XIV. Limited Care, Custody Or Control Liability Coverage** unless you are legally liable. If we

provide coverage for the same "loss" under

**XIV. Limited Care, Custody Or Control**

**Liability Coverage** and **XV. Voluntary**

**Property Damage Coverage**, the most we will pay for the "loss" under the two coverages combined is \$30,000.

**XVI. Aggregate Limit Per Location**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A -**

**Bodily Injury And Property Damage**

**Liability**, and for all medical expenses caused

by accidents under **Section I - Coverage C -**

**Medical Payments**, which can be attributed

only to operations at a single designated

"location" shown in the Declarations:

1. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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

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

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location" shown in the Declarations.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

**XVII. Aggregate Limit Per Project**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A -**

**Bodily Injury And Property Damage**

**Liability**, and for all medical expenses caused

by accidents under **Section I - Coverage C -**

**Medical Payments**, which can be attributed

only to ongoing operations at a single construction project:

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1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C - Medical Payments** regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought, or
  - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **Coverage A - Bodily Injury And Property Damage Liability** for damages or under **Coverage C - Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce any other Construction Project General Aggregate Limit for any other construction project.

**XVIII. Supplementary Payments Increased Limits**

Under **Supplementary Payments - Coverage A. and B. of Section I:**

- A. Paragraph 1.b. is replaced with the following:
  - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B. Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

**XIX. Broad Form Named Insured**

**Section II - Who Is An Insured** is amended to include as a Named Insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision XIX. does not apply to "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

**XX. Additional Insureds Required By Contract**

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;



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in the performance of your ongoing operations for the additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including, but not limited to:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

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

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

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other

than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**XXI. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You**

**A. Section II - Who Is An Insured is amended**

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

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

This provision XXI. Does not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which

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takes place after the equipment lease expires.

**XXII. Additional Insured - Managers Or Lessors Of Premises When Required in Written Lease Agreement With You**

**Section II - Who Is An Insured** is amended to include as an additional insured when required in a written lease agreement, any person(s) or organization(s) from whom you have leased premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

**XXIII. Additional Insured - State Or Political Subdivisions Automatic Status When Required For Permits**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds in provisions XX., XXI., XXII. and XXIII., the following is added:

1. The insurance afforded to such additional insured:
  - a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
  - c. Does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage", or "personal or advertising injury".
2. The following is added to **Section III - Limits Of Insurance**:

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

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

whichever is less.

Provisions XX., XXI., XXII. and XXIII. shall not increase the applicable Limits of Insurance shown in the Declarations and do not apply to any person(s) or organization(s) included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.



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**XXIV. Incidental Medical Malpractice**

Paragraph 2.a.(1)(d) of Section II - Who Is An **Insured**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

1. Nurses;
2. Emergency Medical Technicians; or
3. Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place. This coverage does not apply if you are in the business or occupation of providing any such professional services.

**XXV. Newly Formed Or Acquired Organizations As Named Insureds**

A. Paragraph 3. of Section II - Who Is An **Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization.
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
  - d. Coverage A does not apply to

"damage to your products" that occurred before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

- B.** The last paragraph of Section II - Who Is An **Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

**XXVI. Medical Payments Increased Limits**

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

**XXVII. Electronic Data Liability**

- A. Exclusion 2.p. of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

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

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

- B.** The following paragraph is added to Section III - Limits Of Insurance:

8. Subject to 5. above, the Loss of Electronic Data Limit of \$10,000 is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

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**C. The following definition is added to the Section V - Definitions:**

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

**D. For the purpose of the coverage provided by this provision XXVII, the definition of "property damage" in Section V - Definitions is replaced by the following:**

**17. "Property damage" means:**

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

**XXX. Blanket Primary And Noncontributory - Other Insurance Condition**

**Section IV - Commercial General Liability Conditions**, is amended by the addition of the following to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory**

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions XX, XXI, XXII, and XXIII, subject to the following conditions:

Conditions that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

**B. The requirement in Condition 2.b. of Section IV - Commercial General Liability Conditions that you must see to it that we**

**receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:**

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

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

**XXVIII. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined**

**A. The requirement in Condition 2.a. of Section IV - Commercial General Liability**



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- XXXI. Mobile Equipment Redefined**
- Paragraph 12.f, subparagraph (1) of Section V - Definitions does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.
- XXXII. Unintentional Failure To Disclose Hazards**
- Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.
- XXXIII. Liberalization Clause**
- If we revise this Contractors' Optimum Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.
- XXX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket Conditions, 8. Transfer Of Rights Of Recovery Against Other To Us is amended by the addition of the following:**
- We waive any right of recovery we may have because of payments we make for injury or damage arising out of:
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.
- XXX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket Conditions, 8. Transfer Of Rights Of Recovery Against Other To Us is amended by the addition of the following:**
- We waive any right of recovery we may have because of payments we make for injury or damage arising out of:
1. Your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard", or
  2. The ownership, maintenance or use of that part of the premises leased to you.
- The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

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**IOWA GOVERNMENTAL IMMUNITIES  
ENDORSEMENT**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Jurisdiction
CITY OF DES MOINES 400 ROBERT D RAY DRIVE, DES MOINES, IA 50309
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**1. Non-waiver of Government Immunity**

We expressly agree and state that the purchase of this policy and the including of the Jurisdiction specified in the Schedule above (hereafter referred to as "the Jurisdiction") as an Additional Insured on this policy, does not waive any of the defenses of governmental immunity available to the Jurisdiction under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**2. Claims Coverage**

We further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**3. Assertion of Governmental Immunity**

The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon our timely written request.

Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the Jurisdiction.

**4. Non-denial of Coverage**

We shall not deny coverage otherwise available under this policy, nor deny any of the rights and benefits accruing to the Jurisdiction under this policy, for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction specified in the Schedule above.

**5. No Other Change in Policy**

The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy. Any claims that may occur and are not subject to Code of Iowa Section 670.4 shall be subject to the terms and conditions of this insurance policy.

All other terms and conditions of this policy remain unchanged.