

8/3/12  
- Co. Clerk

33F  
6-26-12

**MEMORANDUM**

**TO:** Judge Robert Hebert **BID #12-054**  
County Judge

**FROM:** Debbie Kaminski  
Assistant Purchasing Agent

**SUBJECT:** Please sign and date the attached contract(s) approved in  
Commissioners Court on June 26, 2012. Thank you.

**DATE:** August 1, 2012

**RETURN TO:** Purchasing Agent  
301 Jackson, Suite 201  
Richmond, Texas 77469

8/6/12 original returned to Cheryl at Purchasing

**Vendor Information**

C. F. McDonald Electric, Inc.

Legal Name of Contracting Company

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713-921-1368

713-921-5109

Telephone Number

Facsimile Number

5044 Timber Creek Houston, TX 77017

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Same

Complete Remittance Address (if different from above)

City, State and Zip Code

Wayne Berkenmeier, Vice President Special Projects

Authorized Representative and Title (printed)

wayneb@mcdonaldinc.com

Authorized Representative's Email Address

Signature of Authorized Representative

**TEXAS GENERAL LAND OFFICE  
HURRICANE DOLLY AND IKE DISASTER RECOVERY**

**NORTH SECOND STREET GENERATOR APPURTENANCES TO SERVE  
CITY OF RICHMOND  
FORT BEND COUNTY, TEXAS  
BID PROPOSAL**

TO: Purchasing Department  
Fort Bend County  
301 Jackson Street, Suite 201  
Richmond, Texas 77469

THE UNDERSIGNED BIDDER, having examined the plans, specifications, and other proposed Contract Documents, and all Addenda thereto, and being acquainted with and fully understanding:

- (a) the extent and character of the work covered by this proposal;
- (b) the location, arrangement, and specified requirements for the proposed work;
- (c) the location, character, and condition of existing streets, roads, highways, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses, and other installations, both surface and underground, which may affect or be affected by the proposed work;
- (d) the nature and extent of the work to be made, and the type, character and general condition of materials to be excavated;
- (e) necessary handling and rehandling of excavated materials, including the construction of fills and embankments;
- (f) the location and extent of necessary or probable de-watering requirements;
- (g) the difficulties and hazards to the work which might be caused by storm and flood water;
- (h) local conditions relative to labor, transportation, hauling and rail delivery facilities;
- (i) all other factors and conditions affecting or which may be affected by the work.

WE HEREBY PROPOSE to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents and the plans, specifications, and other documents referred to therein (as altered, amended, or modified by all addenda thereto) for and in consideration of the following prices:

**TEXAS GENERAL LAND OFFICE**  
**HURRICANE DOLLY AND IKE DISASTER RECOVERY**  
**NORTH SECOND STREET GENERATOR AND APPURTENANCES TO SERVE**  
**CITY OF RICHMOND**  
**FORT BEND COUNTY, TEXAS**  
**BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES/UNIT	UNIT PRICE	TOTAL PRICE BID
--	------------------------------	---------------	-----------------------

**I. BASE BID**

1. INSTALL A NEW 275  
KILOWATT DIESEL GENERATOR  
AND CONCRETE FOUNDATION  
COMPLETE WITH NEW AUTOMATIC  
TRANSFER SWITCH, FUEL FOR  
TESTING AND ALL WIRING AND  
CONDUIT MODIFICATIONS AS  
REQUIRED FOR A COMPLETE  
WORKING SYSTEM AS OUTLINED  
ON THE DRAWINGS AND IN THE  
SPECIFICATIONS AT CITY OF  
RICHMOND SECOND STREET  
LIFT STATION LOCATED AT  
200 NORTH SECOND STREET.  
COMPLETE AND IN PLACE FOR  
Ninety Two Thousand Four Hundred  
Sixty Nine

Zero DOLLARS &  
CENTS      1 LUMP SUM \$ 92,469.00      \$ 92,469.00

2. PROJECT SIGN - 4' X 3'  
PAINTED, PLYWOOD SIGN  
WITH LETTERING APPROVED  
BY THE OWNER.  
COMPLETE AND IN PLACE FOR  
One Thousand

Zero DOLLARS &  
CENTS      1 LUMP SUM \$ 1,000.00      \$ 1,000.00

**I. TOTAL AMOUNT BASE BID = \$ 93,469.00**

**TOTAL NUMBER OF WORKING DAYS TO  
COMPLETE THE PROJECT = 100 WORKING DAYS  
(CONTRACTOR TO SPECIFY)**

Total amounts bid for TOTAL BASE BID include all costs, commissions, overhead, permits, and payments required and necessary for the complete work as specified.

I/We acknowledge receipt of the addenda listed below and the total bid price has been adjusted accordingly.

1. N/A

In submitting the Bid, I/We do so with the understanding that all Contract Documents, drawings, Specifications and Addenda are completely understood and that there is no doubt as to the intent and scope of the work to be accomplished.

If I/We are notified of the acceptance of this bid, I/We will:

- (a) Furnish Payment and Performance Bonds in accordance with approved forms, to be paid by me/us for the proper completion of the work as specified and in the time allotted, the said bonds to be issued for one hundred percent (100%) of the amount of the total contract sums. Said Bonds shall conform to the laws of Texas.
- (b) Furnish a construction schedule satisfactory to Owner within ten (10) days after written notice to proceed.

It is agreed that, in the event the undersigned fails to enter into such contract and furnish such bonds within the time and in the manner required, the bidder will forfeit to Owner, as liquidated damages, the bank certified check, cashier's check, or bidder's bond, as provided in the specifications.

I/We agree and understand that Owner reserves the right to accept or reject any or all bids and/or to accept any bid or combination of bids considered advantageous.

DATE: 06/07/12

BIDDER: C. F. McDonald Electric, Inc.  
Company's Name

ATTEST/SEAL  
(If a corporation):  
WITNESS  
(If not a corporation):

BY:   
Signature

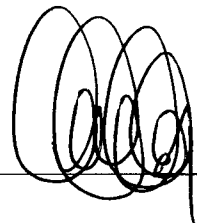
Wayne Berkenmeier  
Printed or Typed Name

Vice President Special Projects  
Title

5044 Timber Creek  
Street Address

Houston, TX 77017  
City, State & Zip Code

713-921-1368  
Area Code and Phone Number

BY: 

NAME: Diana Dollar

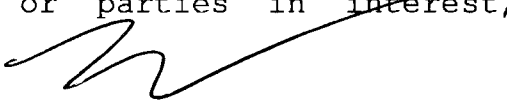
TITLE: Asst Secretary

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

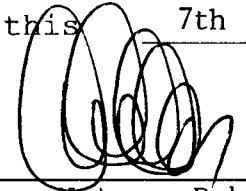
State of Texas  
County of Harris

Wayne Berkenmeier, being first duly sworn,  
deposes and says that:

- (1) He is Vice President Special Projects of C. F. McDonald Electric, Inc., the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with another Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Fort Bend County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

  
By: Wayne Berkenmeier  
Title: Vice President Special Projects

Subscribed and sworn to me this 7th day of June, 2012.

By:   
Notary Public

My Commission Expires: 11/10/14

FORT BEND COUNTY COMMUNITY DEVELOPMENT  
REQUIREMENTS

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: C. F. McDonald Electric, Inc.

Address: 5044 Timber Creek

Houston, TX 77017

Date Organized: May 1956 Date Incorporated: March 1, 1966

Number of Years in Contracting Business under Present Name: 56

Are you a Section 3 business? (see below)  Yes  No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications of described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identify themselves as Section 3 Business Concerns because they provide economic opportunities for low and very low income persons.

**CONTRACTS ON HAND:**

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
-----------------	---------------	--

Please see attached.

Type of work performed by your company: Electrical and General Construction

Have you ever failed to complete any work awarded to you? No.

Have you ever defaulted on a contract? No.

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year Completed</u>
Please see attached.		

Major Equipment Available for **this** Contract:

Please see attached.		

Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project. Attached.

Credit Available: \$ N/A

Bank Reference: Chase Bank 713-868-8654

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Fort Bend County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 7th day of June, 20 12.



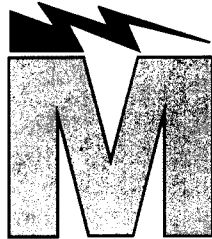
By: Wayne Berkenmeier

Title: Vice President Special Projects



**JOBS IN PROGRESS**

Job #	Project	Description	Contract \$	End Date	Owner/Rep	Phone #
11290	NASA Bldgs 30 and 46	Replace Air Handlers	\$2,029,469.00	9/12	Craig Rhodes	281-483-3041
28560	NASA Bldg 48	Upgrade electrical systems emergency power	\$4,265,708.32	11/11	Melissa McKinley	281-483-3127
11458	NASA Bldgs 7, 32, & 33	Upgrade Fire Protection Systems	\$3,486,784.00	9/12	Todd Pryer	281-483-6421
29676	JSC Fire Suppression	Fire suppression upgrades	\$2,694,098.09	10/11	Todd Pryer	813-784-3178
29913	NASA Bldg 28	Upgrade auxiliary chiller plant	\$529,715.00	11/11	Daren Hampton	813-784-3178
11694	NASA Bldg 32	Power Distribution Upgrade	\$246,740.00	12/11	Isaac Aboulofia	281-850-2153
10833	NASA Various Buildings	Metering Work	\$621,540.00	10/11	Vickie Dautrich	713-818-1103
10786	NASA Bldg 12	Refurbishment of bldg 12 administrative support bldg	\$3,024,864.00	2/12	Enrique Gonzalez	713-993-1318
10624	AT&T Parkwest	Replace 4000AMP buss duct	\$119,765.00	10/11	Monica Mata	713-567-7916
11020	AT&T Jefferson	Phase III Generator Replacement	\$9,908,669.00	2/12	Brooke Dooley	713-567-8979
10622	NASA Utility Tunnel	Flood Mitigation	\$174,863.00	1/12	Jeff Culp	281-331-7360
11267	City Of Baytown	Wastewater Treatment Plant Generators	\$1,626,969.00	2/12	Chris Neil	713-777-5337
10484	LBJ Hospital	Emergency power upgrade at LBJ Hospital	\$1,993,765.05	1/12	Gene Johnson	713-861-3016
11275	Harris County MUD 230	Seven Generators to Seven Liftstations	\$216,369.00	12/12	Sydney Ealand	713-527-9570
11264	Velasco Drainage District	Velasco & Commodore Cove Water & Wastewater Generators	\$440,005.00	1/12	Steve Matulla	979-849-6681
11268	Burleson County	City Of Caldwell Warehouse Water Pump Station & Well 3	\$232,469.00	10/12	Will Krueger	979-836-6631
11455	City Of LaMarque	Generators At Volney & Delaney Lift Stations & WWTP	\$478,055.00	1/12	Ronnie McKinney	713-450-1300
11463	City Of Houston	Instal Adjustable Speed Drives at 69th Street WWTP	\$218,869.00	1/12	Jessie Jones	832-395-5039
11468	Northwest Harris MUD 16	Auxiliary Fuel Tank For Exist 600KW Generator at Water Plant2	\$49,890.00	8/11	Sean Humble	281-758-1531
11474	Fort Bend County Dist 14	Natural Gas Generator Storm Water Pump Station 1	\$110,469.00	11/11	Greg Hahn	713-953-5061
11477	City Of Lake Jackson	Generators for Lift Stations 1 & 35	\$143,469.00	10/11	Harance Turner	281-341-0808
11494	City Of La Porte	Generators For Water and Wastewater Facility	\$592,469.00	3/12	Joe Moore	713-622-9264
11496	City Of Galena Park	(7) Emergency Generators For Wastewater and WWTP	\$488,469.00	11/12	Ronnie McKinney	713-450-1300
11499	Porter Special Utility District	400KW Generators at Water Plant No. 7	\$298,469.00	2/12	Ken Walker	936-441-7833
11690	City Of Deer Park	Generators For community Center, Water Well & WWTP	\$1,217,407.00	4/12	Greg Osbourn	281-589-7257
11691	City Of Seabrook	(3) Emergency Generators for Wastewater and WWTP	\$773,369.00	2/12	Mike Mazzola	281-334-2935
11692	City Of Houston	Upper Brays WWTP Electrical Improvements	\$1,624,469.00	6/12	Justin Sandt	713-985-6683
11693	City Of Bellaire	(3) Emergency Generators for Wastewater and WWTP	\$2,082,469.00	1/12	Greg Osbourn	281-589-7257
11825	Fallbrook Utility District	WWTP Natural Gas Generator	\$413,669.00	1/12	Marsha McCoy	713-488-8102
11232	AT&T Airline	Chiller Replacement	\$73,699.00	11/11	HC Beck Monica Mata	713-567-7916
11039	AT&T Apollo	Chiller Replacement	\$83,679.00	11/11	HC Beck Monica Mata	713-567-7916
11803	AT&T Wesleyan Toll	Security Fence Operators and Card Swipes	\$86,680.00	12/11	HC Beck, Wei Jue	713-567-6495
11699	Regis School For Boys	Sport/Student Life Center	\$469,830.00	2/12	Prasad Nunna	713-827-7447
10813	Ellington Air Force Base	Construction of munitions maintenance shop	\$412,558.00	8/11	Sergio Flores	713-825-0552
10794	Crosby ISD	Facility Renovations	\$1,528,935.00	8/11	Prasad Nunna	713-827-7447
10778	Tomball ISD Admin Bldg	New Administration Building	\$776,125.00	12/11	Prasad Nunna	713-827-7447
1192	Brazosport College		\$671,353.00	12/11	Tyler Bruce	713-783-8710



**McDONALD  
ELECTRIC**  
CONTRACTORS • ENGINEERS  
5044 TIMBER CREEK  
HOUSTON, TX 77017  
(713) 921-1368 PH.  
(713) 928-2569 FAX

Page 1 of 2

May 17, 2012

To Whom It May Concern:

RE: References for Generator Installation Projects

Thank you for considering us for award of your generator addition project. Please let this letter serve as an introduction to McDonald Electric Company. We are an electrical contractor located in Houston, Texas and have been in business for over 50 years. We currently have approximately 150 electricians, 12 estimator/project managers, and (2) professional engineers on staff.

We have furnished and installed approximately 200 generators ranging in size from 20KW to 2000KW on many different projects over the last few years. We acted as the general contractor on all of the projects listed below and we completed 100% of the work. The most recent projects (within the last 3 years) include but are not limited to the following. Please feel free to call anyone listed below for a reference.

**Recently completed or nearly completed similar Projects:**

**Project: Generator Size – Owner’s rep. - telephone number – contact person**

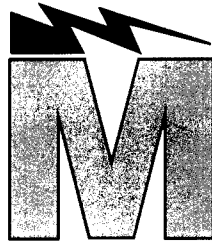
HC Annex 18 – (1) 2000KW – Jacobs Engineering – 281-776-2546 – Gary Andrews  
WCID#114 – (1) 450KW bifuel – AEI Engineering -281-350-7027- Ross Crawford  
FWSD#6 – (2) generators – LJA Engineering – 713-450-1300 –Ronnie McKinney  
UT Medical – (1) 725KW – Shah Smith – 713-780-7563 – Doug Belisle, P.E.  
San Jacinto College – 300KW – ACR Engineering – 512-440-8333 – R. Truncoso  
Magnolia ISD – (2) generators – JSE Engineers – 281-945-4545 – George Stanton  
HC MUD 189 – (1) 500KW - VanDeWeilie Eng. – 7-782-0042 – Eric Windsor  
Palmer MUD – (1) 500KW – LJA Engineering - 7-953-5061- Greg Hann  
Northwest Park MUD – (1) 185KW - EHR & Assoc. – 713-784-4500 – Kirk Williamson  
Shasla PUD – (1) 50KW – Brown & Gay – 281-558-8700 – Melissa Fitzgerald  
CCISD Technology – (1) 400KW – PBK Engineers – 713-965-0608 – Brian Hood  
Butler Lift Station – (1) 150KW – City of League City – 281-554-1320 – Jody Hooks  
Fort Bend County– (3) generators – Fort Bend County – 281-682-8361 – George Beran

University of Houston – (1) 800KW – U of H- 281-283-2250 – Pam Groves  
Fort Bend MUD 124 – (1) 800KW – Brown & Gay – 281-558-8700 – Lindsey Pierce  
WCID #3: (1) 150KW – PBK Architects – 713-9650608 – Jason Hull  
MUD 151: (4) generators – Turner Collie & Braden – 713-780-4100 – Bruce Baumel  
WH MUD 10: 500KW – EHR & Assoc. – 713-784-4500 – Jim Russ  
TDCJ Byrd Unit: (1) 300KW – State of Texas – 936-437-7352 – TJ Wallace  
HC MUD 36 – (1) 500KW – AEI Engineering -281-350-7027 – Ross Crawford  
Northwest MUD 10 – (4) generators – VanDeWeilie Eng. – 7-782-0042 – Eddie Bogard  
Harris County UD #6 – (1) 500KW – Turner Collie & Braden – 713-780-4100 B. Baumel  
Weston MUD – (1) 750KW – Jacobs Engineering – 281-776-2546 – Gary Andrews  
HC MUD 36 – (1) 600KW – AEI Engineering -281-350-7027 – Ross Crawford  
Fort Bend – (1) 350KW – Fort Bend County – 281-682-8361 – George Beran  
Brazoria MUD #1- (2) generators – Jones & Carter – 713-777-5337 – Jonathan White  
HC MUD 132 – (5) generators - Brown & Gay – 281-558-8700 – Jim McDaniel  
Renn Road MUD: (1) 750KW – VanDeWeilie Eng. – 713-782-0042 – Evan Cook  
HC MUD 208: (1) 325 KW – Turner Collie & Braden – 713-780-4100 – Bruce Baumel  
HC MUD 109: (2) 70KW (1) 45KW - Brown & Gay – 281-558-8700 – Jim McDaniel  
HC MUD 365: (1) 150KW – Jones & Carter – 713-777-5337 – Brent Fields  
City of Katy: 350KW – Clay & Leyendecker - 281-391-0173 – David Leyendecker  
HC MUD 153: (2) 70KW (1) 45KW - Brown & Gay – 281-558-8700 – Jim McDaniel  
HC MUD122: 100KW – Jones & Carter – 713-777-5337 – Jonathan White  
City of Houston - Stadium Dr.: 900KW – 281-961-5347 (cell) – Jeff Adamo  
City of Houston – IT project: (2) 100KW – 281-961-5347 (cell) – Jeff Adamo  
WCID 109: 450KW – Jones & Carter – 281-363-4039 – Jonathan Davis  
CCISD: (1) 60KW & (1) 40KW – 281-284-0000 – Tom Young  
MUD 304: 500KW – Dannenbaum Engineering - 713-520-9570 – James Radford  
HC MUD 64: 500KW – EHR & Assoc. – 713-784-4500 – Jim Russ  
HC MUD 142: 600KW – Jones & Carter – 713-777-5337 – Brody Magen

Thanks for the opportunity to provide this information about our company. If you have any questions or need any additional information please give me a call. My office number is 713-921-1368 and my cell number is (713) 202-4887. We look forward to hearing from you soon.

Sincerely,

Wayne Berkenmeier  
Estimator/Project Manager



**McDONALD  
ELECTRIC**  
CONTRACTORS • ENGINEERS  
5044 TIMBER CREEK  
HOUSTON, TX 77017  
(713) 921-1368 PH.  
(713) 928-2569 FAX

May 18, 2012

To Whom It May Concern

RE: Equipment

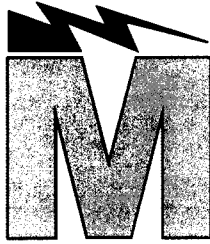
Please let this letter serve as our list of tools/equipment that we own for possible use on the proposed project. We have the following:

- (50) stocked service trucks
- (1) dump truck
- (1) bucket truck
- (1) backhoe
- (1) mini excavator
- (2) trenching machines
- (50) shovels
- (5) water pumps
- (5) trailers in various lengths and sizes

Please note that this list above is only a portion of the equipment that we own. In addition to everything that we own we have accounts at all of the major equipment rental companies. Whatever we do not own we can easily rent.

Sincerely,

Wayne Berkenmeier  
Estimator/Project Manager



**McDONALD  
ELECTRIC**

CONTRACTORS • ENGINEERS

5044 TIMBER CREEK

HOUSTON, TX 77017

(713) 921-1368 PH.

(713) 928-2569 FAX

1 of 2

May 17, 2012

To Whom It May Concern

Ref: Resume of key employees on the proposed project

Please let this letter serve as a resume for the proposed project manager & project superintendent. The specific persons that will be involved in this project are Wayne Berkenmeier & Sam Helwig. The following is a brief summary of our experience:

**Wayne Berkenmeier**

**Estimator/Project Manager**

1998 – Present: McDonald Electric Company – Estimated and project managed hundreds of projects up to \$2.5M.

**Outside Salesman – General Electric Supply Company**

1997-1998: Distribute electrical material. (GE switchgear specialists)

**Estimator/Project Manager – Stuard Electric**

1995-1998: Estimated and project managed hundreds of projects up to \$1M.

**1990-1995: Estimator/Project Manager – Various electrical contractors**

Recent projects include the installation of approximately 100 generators with fuel tanks, work at Universities, Schools, Sports Facilities, Hospitals, Manufacturing Facilities, Car Dealerships, Shopping Malls, TDCJ facilities, Water Plants, and Waste Water Treatment Plants as well as Federal, State, County, and City facilities.

**Sam Helwig**

**Field Superintendent**

**1991-Present: McDonald Electric Company** – Electrical foreman and quality control person on numerous projects. Responsible for up to 40 man crews on projects up to \$1.5M.

**1989-1991: Purchasing Manager/Quality Control – Texas Steel Conversions**  
Purchased products and implemented the quality control program for the manufacturing of oilfield pipe.

**1980-1989: Electrical Journeyman – Fisk Electric**

**1976-1980: Apprentice Electrician – McDonald Electric**

Completed the IBEW apprentice program while working on various projects.


Recent projects include the installation of approximately 100 generators with fuel tanks, work in Universities, Schools, Sports Facilities, Hospitals, Manufacturing Facilities, Car Dealerships, Shopping Malls, TDCJ facilities, Water Plants, and Waste Water Treatment Plants as well as Federal, State, County, and City facilities.

Please give me a call if you have any questions or need any additional information regarding our quality control program.

Sincerely,

Wayne Berkenmeier  
CF McDonald Electric Inc.  
Estimator/Project Manager

## CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
<b>CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS</b>	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code) C. F. McDonald Electric, Inc. 5044 Timber Creek Houston, TX 77017	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:  <input checked="" type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).  <input checked="" type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.  <input checked="" type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).  <input checked="" type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract.	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Wayne Berkenmeier, Vice President Special Projects	
NAME AND TITLE OF SIGNER (Please type)	
	06/07/12
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Certification Regarding Lobbying for  
Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Wayne Berkenmeier of C. F. McDonald Electric, Inc. certifies, to the best of its knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of an Federal contract, grant, loan or cooperative agreement.
  
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: 

Date: 06/07/12

Title: Vice President Special Projects

CERTIFICATION REGARDING LOBBYING FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS



DISCLOSURE OF LOBBYING ACTIVITIES  
AND INSTRUCTIONS

HOME OFFICE  
2100 FLEUR DRIVE  
DES MOINES, IA 50321-1158  
(515) 243-8171  
FAX (515) 243-3854

# MERCHANTS BONDING COMPANY

AUSTIN OFFICE  
P.O. BOX 26270  
AUSTIN, TEXAS 78759-0720  
(512) 343-9033  
FAX (512) 343-8363

## BID BOND PUBLIC WORK

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

That C F McDonald Electric, Inc.

(hereinafter called the Principal) as Principal, and the MERCHANTS BONDING COMPANY (Mutual) a corporation of the State of Iowa, with its Home Office in the City of Des Moines, Iowa, (hereinafter called Surety), as Surety, are held and firmly bound to Fort Bend County, Texas (Purchasing Department)

(hereinafter called the Obligee) in the full and just sum of ( 5% GAB )  
Five Percent Greatest Amount of Bid----- Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for City of Richmond Second Street Generator and Appurtenances Bid 12-054

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the MERCHANTS BONDING COMPANY (Mutual) and Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

C F McDonald Electric, Inc.

Principal

By

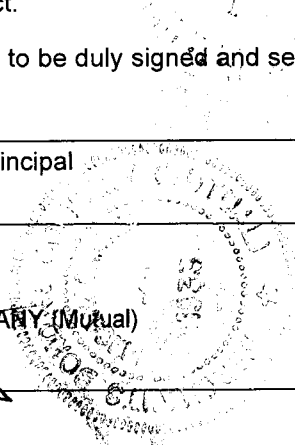
Harry Keller, Vice President

Attest:

MERCHANTS BONDING COMPANY (Mutual)

By

Emily N. Tran, Attorney-in-fact



**POWER OF ATTORNEY**

Bond No.

KNOW ALL PERSONS BY THESE PRESENTS: That MERCHANTS BONDING COMPANY (MUTUAL) is a corporation duly organized under the laws of the State of Iowa, and that NATIONS BONDING COMPANY is a corporation duly organized under the laws of the State of Texas (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. Michael Schneider, Debbie D. Preston, D. Conrad Hart, Julie A. Hart, Carol Nguyen,  
SuEllen Landriault, Ashley Western, Emily N. Tran and/or Betty Copaus

of Houston and State of Texas their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

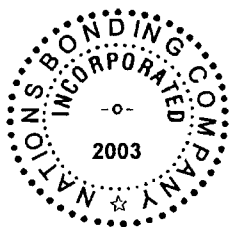
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following bylaws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on November 16, 2002 and adopted by the Board of Directors of Nations Bonding Company on April 19, 2003.

"The Chairman of the Board or President or any Vice President or Secretary 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 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 Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of November, 2010.



MERCHANTS BONDING COMPANY (MUTUAL)  
NATIONS BONDING COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 9th day of November, 2010, 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 NATIONS BONDING COMPANY; 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.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Cindy Smyth*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and NATIONS BONDING COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which 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 18th day of May, 2012.



*William Warner Jr.*  
Secretary

**HOME OFFICE**  
2100 FLEUR DRIVE  
DES MOINES, IOWA 50321-1158  
(515) 243-8171  
FAX (515) 243-3854



**AUSTIN OFFICE**  
P. O. BOX 26720  
AUSTIN, TEXAS 78755-0720  
(512) 343-9033  
FAX (512) 343-8363

**Please send all notices of claim on this bond to:**  
Merchants Bonding Company (Mutual)  
(512) 343-9033

8303 N MoPac, Suite B-400  
Austin, TX 78759

P.O. Box 26720  
Austin, TX 78755-0720

# IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company's toll-free telephone number for information or to make a complaint at:

**1-800-678-8171**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P. O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

**PREMIUM AND CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

EXHIBIT "A"

CERTIFICATION OF INSURANCE COVERAGE

PROJECT NAME: Bid 12-054 City Of Richmond Generator

I, Wayne Berkenmeier, on behalf of Contractor, hereby certify that I will provide during the term of this contract, Worker's Compensation insurance coverage for all employees employed on this project. In addition, any subcontractors on this project will be required to provide me with a certificate of insurance coverage for the subcontractor's employees. I will provide such subcontractor's certificate to the County.



\_\_\_\_\_  
Signature

Wayne Berkenmeier

\_\_\_\_\_  
Typed or Printed Name

Vice President Special Projects

\_\_\_\_\_  
Title

06/07/12

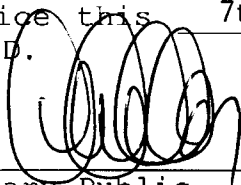
\_\_\_\_\_  
Date

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 7th day of June, 20 12, A.D.

  
\_\_\_\_\_  
Notary Public - Signature

Office and United States Department of Housing and Urban Development logos should be included on the sign.

Temporary Signage

Other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, and housing rehabilitation) utilizing Texas General Land Office TxCDBG-DRS funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

For projects with multiple small sites that do not have continuous activity, fencing or other indications of ongoing activity (such as power poles or numerous scattered locations such as existing civil works that are to be modified) temporary signage may be placed at a conspicuous location such as adjacent to a primary site or at a local public office such as a county courthouse. In such situations the signage and posting should include a map for reference to the locations.

Project Sign Wording: "This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds are allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

Please include this wording and an estimated cost of this sign in your bid package.

41. FORT BEND COUNTY COMMUNITY DEVELOPMENT

Note that this Project will be administered by Fort Bend County Community Development, therefore, their requirements are also included.

CONTRACT SHEET

1812-054

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 26 day of June, 2012, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and C. F. McDonald Electric, Inc. (hereinafter designated Contractor).  
(company name)

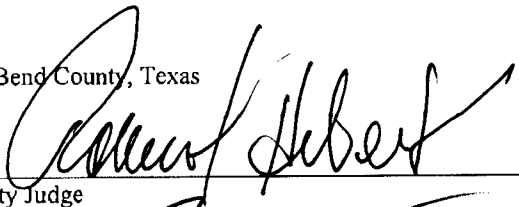
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **North Second Street Generator and Appurtenances to Serve City of Richmond, Fort Bend County** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 26 day of June, 2012.

Fort Bend County, Texas

By:   
County Judge

By: \_\_\_\_\_  
Signature of Contractor Wayne Berkenmeier  
Vice President Special Projects

By: Wayne Berkenmeier  
Printed Name and Title



**NOTEPAD:**HOLDER CODE FORTBE5  
INSURED'S NAME C.F. McDonald Electric IncCFMCD-1  
OP ID: ETPAGE 2  
DATE 05/18/12

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status & a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.(Forms #CG2037 0704 & CG71520311)& (Form #CG7152 0311)

The Auto Liability policy includes a blanket additional insured and blanket waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such. (Form CA7109106)

The Workers' Compensation includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured & the certificate holder that requires such status(Form #WC420304A)

The General Liability policy contains a special endorsement with Primary & Non-Contributory wording(Form #CG7096 11 03)

The General Liability and Auto Liability include a blanket 30 day notice of cancellation endorsement, providing 30 days advance notice if the policy is cancelled by the company for any reason other than non payment.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/05/12

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

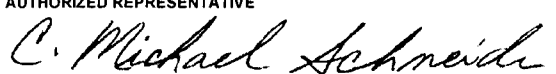
<b>PRODUCER</b> Cravens/Warren & Company P. O. Box 41328 Houston, TX 77241-1328 Ken R. Pearson	713-690-6000	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	713-690-6020	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> C.F. McDonald Electric Inc 5044 Timber Creek Houston, TX 77017	<b>INSURER A : United Fire &amp; Casualty Co.</b>		<b>NAIC #</b> 13021
	<b>INSURER B : United Fire Group</b>		13021
	<b>INSURER C : St. Paul Fire &amp; Marine</b>		24767
	<b>INSURER D : Graphic Arts Mutual Insurance</b>		25984
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			85314940	04/01/12	04/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							<b>Emp Ben.</b> \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>			85314940	04/01/12	04/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			ZUP-12T62742-12-NF	04/01/12	04/01/13	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			4302892	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented			85314940	04/01/12	04/01/13	<b>Equipment</b> 100,000
A	Installation Float			85314940	04/01/12	04/01/13	<b>Ea Jobsit</b> 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: City of Richmond Regional Wastewater Treatment Facility Emergency Standby Power Supply for Fort Bend County, BID I2-057

<b>CERTIFICATE HOLDER</b>  Fort Bend County Purchasing Department Travis Annex 301 Jackson, Suite 201 Richmond, TX 77469	<b>FORTBE5</b>	<b>CANCELLATION</b>  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 

**NOTEPAD:**HOLDER CODE FORTBE5  
INSURED'S NAME C.F. McDonald Electric IncCFMCD-1  
OP ID: SLPAGE 2  
DATE 07/05/12

The General Liability policy includes a blanket additional insured endorsement that provides additional insured status & a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.(Forms #CG2037 0704 & CG71520311)& (Form #CG71520311)

The Auto Liability policy includes a blanket additional insured and blanket waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires such.(Form CA7109106)

The Workers' Compensation includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured & the certificate holder that requires such status(Form #WC420304A)

The General Liability policy contains a special endorsement with Primary & Non-Contributory wording(Form #CG7096 11 03)

The General Liability and Auto Liability include a blanket 30 day notice of cancellation endorsement, providing 30 days advance notice if the policy is cancelled by the company for any reason other than non payment.

POLICY NUMBER: 85314940

COMMERCIAL GENERAL LIABILITY  
CG 02 05 12 04

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

**TEXAS CHANGES - AMENDMENT OF CANCELLATION  
PROVISIONS OR COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

1.	<b>Name:</b> ON FILE WITH COMPANY
2.	<b>Address:</b>
3.	<b>Number of days advance notice:</b> 30 DAYS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	



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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION TO WHOM HAVE AGREED TO NAME AS ADDITIONAL INSURED BY WRITTEN CONTRACT OR AGREEMENT IF THE CONTRACT OR AGREEMENT IS EXECUTED PRIOR TO LOSS</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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



## TEXAS - ULTRA LIABILITY PLUS ENDORSEMENT

### COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

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

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

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 15 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION



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

**ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES**

**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

The Following changes are made to 2. Exclusions:

**Extended Property Damage**

Exclusion 2.a., Expected or Intended Injury is replaced with the following:

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

**Extended Watercraft Coverage**

Exclusion g.(2) is deleted and replaced by the following:

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

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

**Property Damage Liability - Borrowed Equipment**

The following is added to Exclusion j.:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**Property Damage Liability - Elevators**

The following is added to Exclusion j.:

Under paragraph 2. Exclusions of Coverage A. "Bodily Injury" and "Property Damage" Liability Paragraphs 3, 4 & 6 of this exclusion do not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

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

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

**THE FOLLOWING COVERAGES ARE ADDED:****Voluntary Property Damage Coverage**

The insurance provided under Coverage A (Section I) is amended to include "property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

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

For the purposes of this Voluntary Property Damage Coverage only:

**1. Exclusion j. Damage to Property under Coverage A (Section I) is deleted and replaced by the following:****j. Damage to Property**

"Property damage" to:

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

**Care, Custody and Control Property Damage Coverage**

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

**1. Item (4) of Exclusion j. of Coverage A (Section I) does not apply.****COVERAGE M. DAMAGE TO MEDIA LEGAL LIABILITY****1. Insuring Agreement**

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



- (1) The amount we will pay for damages is limited to \$50,000.
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage or any other applicable coverage or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**b. This insurance applies to damages to "electronic data" only if:**

- (1) The damage to "electronic data" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The damage to "electronic data" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the damage to "electronic data" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the damage to "electronic data" occurred, then any continuation, change or resumption of such damage to "electronic data" during or after the policy period will deemed to have been known prior to the policy period.

**c. Damage to "electronic data" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that damage to "electronic data" after the end of the policy period.**

**d. Damage to "electronic data" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:**

- (1) Reports all, or any part, of the damage to "electronic data" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the damage to "electronic data"; or
- (3) Becomes aware by any other means that damage to "electronic data" has occurred or has begun to occur.

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

Damage to "electronic data" expected or intended from the standpoint of the insured.

**b. Contractual Liability**

Damage to "electronic data" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**c. Pollution**

Damage to "electronic data" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

**d. Aircraft, Auto, Watercraft or Mobile Equipment**

Damage to "electronic data" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

**e. War**

Damage to "electronic data" however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**f. Damage To Property**

Damage to "electronic data" that is:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured;
- (4) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (5) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

**g. Damage To Your Product**

Damage to "electronic data" in "your product" or arising out of it or any part of it.

**h. Damage To Your Work**

Damage to "electronic data" in "your work" arising out of it or any part of it and included in the "products-completed operations hazard".



**i. Damage To Impaired Property Or Property Not Physically Injured**

Damage to "electronic data" in "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

**j. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**k. Personal And Advertising Injury**

Damage to "electronic data" arising out of "personal and advertising injury".

**COVERAGE R. PRODUCT RECALL EXPENSE****1. Insuring Agreement**

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

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

**2. Exclusions**

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

- a. Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- b. Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- c. The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

- d. Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- e. Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- f. "Bodily injury" or "property damage".
- g. Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- h. Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- i. Legal fees or expenses.
- j. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- k. "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.

#### **COVERAGE W - WATER DAMAGE LEGAL LIABILITY**

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

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

#### **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to read SUPPLEMENTARY PAYMENTS; and**

**Items 1.b. and 1.d are amended as follows:**

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **SECTION II - BROAD FORM NAMED INSURED**

1. Section II – Who Is An Insured is amended to include as an insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.
2. For the purpose of the coverage provided by this provision only, the following is added to Condition 4.b. Excess Insurance, under Section IV - Commercial General Liability Conditions: This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock.
3. This provision does not apply to a policy written to apply specifically in excess of this policy.



Item 4.a. is deleted and replaced by the following:

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

**The following are added:**

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

- a. Any person or organization for whom you are performing operations when you have agreed in writing in a contract or agreement 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 your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**6. Additional Insured - Vendors**

Any person or organization (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products", which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

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

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

a. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured, but only with respect to your liability arising out of the maintenance, operation or use of such leased equipment, which may be imputed to that person or organization as the lessor of equipment. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded these additional insureds, the following additional exclusion apply:

(1) To any "occurrence" which takes place;

(2) To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

**8. Additional Insured - Managers or Lessors of Premises**

Any person or organization, but only with respect to the 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 any:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

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

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

Coverage is provided only when the insured is contractually required to add the engineer, architect or surveyor. Coverage is provided with respect to your liability for "bodily injury" or "property damage" or "personal and advertising injury" directly arising out of:

a. Your acts or omissions; or

b. Your acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for that additional insured(s).

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

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

Paragraph 2.a.(1) of this section is amended to read:



**(1) "Bodily injury" or "personal and advertising injury"**

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

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

**11. Primary Additional Insured**

- A. Commercial General Liability Conditions (Section **IV**), paragraph **4.** (Other Insurance) is deleted and replaced by the following:

**4. Other Insurance**

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

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in **c.** below.

**b. Excess Insurance**

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

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section **I - Coverage A - Bodily Injury and Property Damage Liability**; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.
- (6) That is provided to any person or organization who qualifies as an additional insured herein, except when you and that person or organization have agreed in writing that this insurance shall be primary.

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

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

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

**c. Method of Sharing**

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

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

- B.** For the purposes of this insurance coverage provided by this **Item 11** only, the following definition is added to **DEFINITIONS (Section V)**:

"Other Insurance":

- a.** Means insurance, or the funding of losses, that is provided by, through or on behalf of:
  - (1) Another insurance company;
  - (2) Us or any of our affiliated insurance companies, except when the Non-cumulation of Each Occurrence Limit section of Paragraph 5 LIMITS OF INSURANCE (Section III) or the Non-cumulation of Personal and Advertising Injury limits sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
  - (3) Any risk retention group;
  - (4) Any self-insurance method or program, other than any funded by you and over which the Coverage Part applies; or
  - (5) Any similar risk transfer or risk management method.
- b.** Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.



**SECTION III - LIMITS OF INSURANCE**

**Items 2, 3, and 6 are deleted and replaced by the following:**

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

**The following are added:**

8. Subject to 5. above, \$25,000 is the most we will pay for Under Coverage W for Water Damage Legal Liability.
9. **Coverage R - Product Recall Expense**  
 Aggregate Limit \$50,000  
 Each Product Recall Limit \$25,000
  - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
  - b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.
10. **Aggregate Limits of Insurance (Per Location)**  
 The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.  
 "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
11. **Aggregate Limits of Insurance (Per Project)**  
 The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. Subject to 5. above, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Voluntary Property Damage Coverage.
13. Subject to 5. above, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under Care, Custody and Control Coverage regardless of the number of:
- Insureds;
  - Claims made or "suits" brought; or
  - Persons or organizations making claims or bringing "suits".

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

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

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

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

#### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

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

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

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

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

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

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

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

Condition 2.c.(5) is added:

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



**Conditions 10., 11. and 12. are added:**

**10. Blanket Waiver Of Subrogation**

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

11. If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.
12. Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**The following conditions are added in regard to Coverage R - Product Recall Expense**

In event of a "product recall", you must

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

**SECTION V - DEFINITIONS**

At Item 12. **Mobile Equipment** the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

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

except for such vehicles that have a gross vehicle weight less than 1000 lbs which are not designed for highway use.

The following definitions are added for this endorsement only:

**3. Bodily Injury Redefined.**

Under V - Definitions, definition 3. is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- (1) The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
  - (2) Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
    - (a) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
    - (b) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- (1) Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
  - (2) Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
  - (3) Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
  - (4) Transportation and accommodation expense incurred by your employees.
  - (5) Rental expense incurred for temporary locations used to store recalled products.
  - (6) Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
  - (7) Transportation expenses incurred to replace recalled products.
  - (8) Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".



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

**PRIMARY ADDITIONAL INSURED  
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

Blanket bt sfrvjsfe cz xsjuufo dpousbdu/

**(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)**

**A. WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to your liability, which may be imputed to that person or organization directly arising out of your ongoing operations or premises owned by or rented to you.**

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

**B. With respect to insurance provided to the person or organization shown in the Schedule of this Endorsement, Condition 4. Other Insurance is replaced by the following:**

**4. Other Insurance**

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

**a. Primary Insurance**

This insurance is primary and we will not seek contribution from other insurance available to the person or organization shown in the Schedule of this endorsement except when b. below applies.

**b. Excess Insurance**

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

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

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

**c. Method Of Sharing**

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

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



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

## **BUSINESS AUTO ULTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **COVERAGE INDEX**

<b>Description</b>	<b>Page</b>
<b>TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE</b>	1
<b>BROAD FORM INSURED</b>	1
<b>EMPLOYEES AS INSUREDS</b>	2
<b>ADDITIONAL INSURED STATUS BY CONTRACT, AGREEMENT OR PERMIT</b>	2
<b>AMENDED FELLOW EMPLOYEE EXCLUSION</b>	2
<b>TOWING AND LABOR</b>	2
<b>PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE</b>	3
<b>EXTRA EXPENSE - THEFT</b>	3
<b>RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE</b>	3
<b>PERSONAL EFFECTS COVERAGE</b>	4
<b>AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE</b>	4
<b>AIRBAG ACCIDENTAL DISCHARGE</b>	4
<b>AUTO LOAN/LEASE TOTAL LOSS PROTECTION ENDORSEMENT</b>	4
<b>GLASS REPAIR - DEDUCTIBLE AMENDMENT</b>	5
<b>AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS</b>	5
<b>WAIVER OF SUBROGATION REQUIRED BY CONTRACT</b>	5
<b>UNINTENTIONAL FAILURE TO DISCLOSE</b>	5
<b>HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE</b>	5
<b>EXTENDED CANCELLATION CONDITION</b>	6

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in *(Bold Italics)* are likewise for information only and by themselves shall be deemed to grant no coverage.

#### **A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I - COVERED AUTOS**, paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

#### **B. BROADENED LIABILITY COVERAGES**

**SECTION II - LIABILITY COVERAGE** in Paragraph A. Coverage at 1. **Who is An Insured** is amended to include the following:

##### *(Broad Form Insured)*

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (1) That is a joint venture or partnership,
- (2) That is an "insured" under any other policy,
- (3) That has exhausted its Limit of Insurance under any other policy, or
- (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

**(Employee as Insureds)**

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

**(Additional Insured Status by Contract, Agreement or Permit)**

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in Section II. C. Limits of Insurance.

For any covered "auto" you own this Coverage Form provides primary coverage.

**C. AMENDED FELLOW EMPLOYEE EXCLUSION**

Only with respect to your "employees" who occupy positions which are supervisory in nature, SECTION II. LIABILITY B. Exclusion 5. Fellow Employee is replaced by:

**5. Fellow Employee**

"Bodily Injury":

- (a) To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

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

**D. BROADENED PHYSICAL DAMAGE COVERAGES**

**SECTION III – PHYSICAL DAMAGE COVERAGE**  
Coverage is amended as follows:

**(TOWING AND LABOR)**

**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:

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



- (b) For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

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

**(PHYSICAL DAMAGE ADDITIONAL  
TRANSPORTATION EXPENSE COVERAGE)**

**4. Coverage Extensions**

- a. **Transportation Expense** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,000. All other terms and provisions of this section remain applicable.

**(EXTRA EXPENSE - THEFT)**

The following language is added to 4. Coverage Extensions:

**c. Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**(RENTAL REIMBURSEMENT AND ADDITIONAL  
TRANSPORTATION EXPENSE)**

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

(b) 30 days.

- (3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or

(b) \$35 per day.

(c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

(d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.

**(PERSONAL EFFECTS COVERAGE)**

**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money, or securities.

**(AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE)****(Deletion of Audio Visual Equipment Exclusion)****f. Audio, Visual and Data Electronic Equipment Coverage.**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusions also apply:
- (3) We will not pay for any electronic equipment or accessories used with such electronic equipment that are:
  - (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
  - (b) Both:
 

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

(4) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the "loss";
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000;

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

**(AIRBAG ACCIDENTAL DISCHARGE)****D. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended as follows:**

The following language is added to Exclusion 3.:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**E. AUTO LOAN/LEASE TOTAL LOSS PROTECTION**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

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



- a. The amount paid under the Physical Damage Coverage Section 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.

**(GLASS REPAIR – DEDUCTIBLE AMENDMENT)**

Under D., Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

**F. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions, the following is added to paragraph 2. Duties In The Event of Accident, Suit or Loss:

- d. Knowledge of any "accident," "claim," "suit" or "loss" will be deemed knowledge by you when notice of such "accident," "claim," "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;

- (4) Your members, managers or insurance manager, if you are a limited liability company; or
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

**G. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

**H. UNINTENTIONAL FAILURE TO DISCLOSE**

Under SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions, the following is added to 2. Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

**I. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance

Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
  - (a) Any Covered "auto" you lease, hire, rent or borrow; and

- (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

**J. EXTENDED CANCELLATION CONDITION**

A. Under CANCELLATION, of the COMMON POLICY CONDITIONS form, item 2.b. is replaced by the following:

- b. ~~60 days before the effective date of cancellation~~ if we cancel for any other reason



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2012  
Insured  
CF McDonald Electric  
Insurance Company  
Utica Lloyds of Texas

Policy No. 4302892

Endorsement No.  
Premium \$

Countersigned by C. Michael Schmitt

**TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

**Schedule**

1. Number of days advance notice: 30\* or 60\*
2. Notice will be mailed to: Schedule on file with company

\* EXCEPTION: 10 (TEN) days shall apply in the event the policy is cancelled due to non-payment of premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2012

Policy No. 4302892

Endorsement No. n/a

Insured C.F. McDonald Electric, Inc

Premium INCL.

Larry Stephenson, Individual  
Insurance Company

Countersigned by



Graphic Arts Mutual Insurance Company