



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, August 13, 2025

5:30 PM

324 S. Saginaw St, Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-2112](#) Approval of Meeting Minutes - July 16, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1957](#) Approval of an agreement between Genesee County and MIHM Enterprises, in an amount not to exceed \$392,486.00, to provide for repairs to the Richfield County Park Historic Foot Bridge; the cost of this agreement will be paid from account 2088-770.35-974.000
2. [RES-2025-2024](#) Approval of a request by Genesee County's Community Action Resource Department to liquidate a Head Start modular unit
3. [RES-2025-2073](#) Approval of Change Order for Sentinel Door Access and Video Security Project

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2112

Agenda Date: 8/13/2025

Agenda #:

Approval of Meeting Minutes - July 16, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Public Works Committee Meeting Minutes

Wednesday, July 16, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 7:28 PM.

II. ROLL CALL

Present: Brian K. Flewelling, James Avery, Beverly Brown and Shaun Shumaker

Absent: Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-1978](#) Approval of Meeting Minutes - June 11, 2025

RESULT: APPROVED

MOVER: Beverly Brown

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

-
1. [RES-2025-1838](#) Approval of a purchase order to various vendors for fiscal years 2025 and 2026, in an amount not to exceed \$200,000.00, to provide for the purchase of candy, cider, donuts and supplies for the Crossroads Village Ghosts & Goodies Program (Halloween); the cost of this purchase order will be paid for from the accounts listed

 RESULT: REFERRED
 MOVER: Shaun Shumaker
 SECONDER: James Avery

 Aye: Chairperson Flewelling, Vice Chair Avery,
 Commissioner Brown and Commissioner Shumaker

 Absent: Commissioner Loyd
 2. [RES-2025-1900](#) Approval of an agreement between Genesee County and Granicus to provide for legislative management software

 RESULT: REFERRED
 MOVER: James Avery
 SECONDER: Beverly Brown

 Aye: Chairperson Flewelling, Vice Chair Avery and
 Commissioner Brown

 Nay: Commissioner Shumaker

 Absent: Commissioner Loyd
 3. [RES-2025-1950](#) Approval of a request to sell a vacant lot, parcel 14-24-552-189, located on W. Yale St, in the amount of \$50.00

 RESULT: REFERRED
 MOVER: Beverly Brown
 SECONDER: James Avery

 Aye: Chairperson Flewelling, Vice Chair Avery and
 Commissioner Brown

 Nay: Commissioner Shumaker

 Absent: Commissioner Loyd
 4. [RES-2025-1953](#) Approval of a purchase order to Midstates Recreation for the fiscal year ending 2025, in an amount not to exceed \$48,311.00, to provide engineered wood fiber at various county park locations; the cost of this purchase order will be paid from the accounts listed

 RESULT: REFERRED
 MOVER: Shaun Shumaker
 SECONDER: James Avery

 Aye: Chairperson Flewelling, Vice Chair Avery,
 Commissioner Brown and Commissioner Shumaker
-

Absent: Commissioner Loyd

5. [RES-2025-1958](#) Approval of an agreement between Genesee County and McKerchie Enterprises, Inc., in an amount not to exceed \$35,220.00, to provide for the installation of five back up generators at various county park locations; the cost of this agreement will be paid from account 2080-770.01-930.000

RESULT: REFERRED

MOVER: James Avery

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd

6. [RES-2025-1966](#) Approval of an agreement between Genesee County and the Michigan Department of Natural Resources, in the amount of \$379,541.00, to provide programming at Genesee County's State Park; the budget for this agreement is attached

RESULT: REFERRED

MOVER: Beverly Brown

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd

7. [RES-2025-1972](#) Approval of a grant award from the Sara McDonnell Voyle Fund at the Community Foundation of Greater Flint, in the amount of \$13,000.00, to provide kayaking programs for underserved communities; the budget for this grant is attached

RESULT: REFERRED

MOVER: Shaun Shumaker

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd

VIII. OTHER BUSINESS

- [RES-2025-2010](#) Motion to add RES-2025-1955 to the agenda

RESULT: APPROVED

MOVER: James Avery

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery,
Commissioner Brown and Commissioner Shumaker

Absent: Commissioner Loyd

RES-2025-1955 Approval of the amendment to the Service Agreement with AT&T

RESULT: REFERRED

MOVER: James Avery

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery and
Commissioner Brown

Nay: Commissioner Shumaker

Absent: Commissioner Loyd

IX. ADJOURNMENT

The meeting was adjourned at 7:55 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-1957

Agenda Date: 8/13/2025

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of an agreement between Genesee County and MIHM Enterprises, in an amount not to exceed \$392,486.00, to provide for repairs to the Richfield County Park Historic Foot Bridge; the cost of this agreement will be paid from account 2088-770.35-974.000

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to award ITB #25-448 - Exterior Repairs: Richfield County Parks Historic Foot Bridge to MIHM Enterprises, for a total amount not to exceed \$392,486.00.

BACKGROUND:

In support of restoration and preservation efforts of historical structures, Parks had a study completed in 2022 of Parks historical structures, their current condition, and recommended action. The Department is seeking fund sources to prioritize and complete recommended actions on these structures. The Richfield County Park Historic Foot Bridge is a prominent feature of the park, hosting many weddings, ceremonies, and photography sessions, as well as provides connection to the north and south portions of the park, crossing the Flint River. For these reasons, the historic foot bridge is a top priority in preservation and renovation efforts.

The Invitation to Bid was advertised by the Genesee County Purchasing Department. Proposals were received until May 16, 2025. Three bids were received. Proposals were reviewed by Parks Director, Park Superintendent, Parks Operations Manager, and MacMillan Associates, who are providing engineering and construction management services for the project, per RES-2024-659.

DISCUSSION:

MIHM Enterprises has significant experience with renovation of historical structures, including WPA and CCC historical structures in partnership with the State of Michigan. Staff is confident in their ability to successfully complete exterior repairs to the foot bridge. MIHM was also the lowed bid submitted.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

NO USE OF GENERAL FUND. Partially reimbursed by MNRTF grant.

To be paid from account 2088-770.35-974.000.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This project promotes the preservation of historical structures in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize entering into a Construction Contract between Genesee County and MIHM Enterprises, whereby MIHM Enterprises will complete exterior repairs of the Richfield County Park Historic Foot Bridge, at a total cost not to exceed \$392,486.00 to be paid from account 2088-770.35-974.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the Contract on behalf of Genesee County, and the Document Review Board is authorized to approve any contingencies up to 20% of the total project amount, not to exceed \$81,200.00.



LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PRJOECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: ____ (Go to Question 2)

No: ☒ (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: ____ This project requires a contract, skip to the contracts section. No: ____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: ____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: ☒ This project requires a contract, skip to the contracts section.

No: ____ Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

*** After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____(Go to Question 3)
- b. Grant Funded: X (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services: _____
 - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel _____
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

*** To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. ***

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: X

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

BIDS - ITB #25-448 - EXTERIOR REPAIRS: RICHFIELD PARK HISTORIC FOOT BRIDGE

COMPANY	COST
MIHM	\$392,486.00
ANLAAN	\$587,000.00
Z CONTRACTORS	\$560,000.00

CONSTRUCTION WORK CONTRACT
With MIHM ENTERPRISES
FOR EXTERIOR REPAIRS OF RICHFIELD HISTORIC FOOT BRIDGE

This Contract for Professional Work (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **MIHM Enterprises, Inc.**, a Michigan Corporation, whose principal place of business is located at 4065 38th Street, Hamilton, MI 49419-9756 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Scope of Work

The Contractor agrees to perform the Work described on Exhibit A (the “Work”).

2. Work Schedule

- 2.1 Within 5 days of execution of this Contract, the County and the Contractor will cooperate to establish a schedule for performance of the Work (the “Work Schedule”) indicating the starting and completion dates for each portion of the Work, including any interim contractually required completion dates. The Work shall be scheduled in order to minimize disruption to County operations.
- 2.2 The Work Schedule shall indicate that the Work must be substantially complete within **120 days** of execution of this Contract, with a date of final completion within **140 days** of execution.
- 2.3 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County.

3. Compensation

The Contractor shall be paid a lump sum of **\$392,486.00** for the performance of the Work. Upon completion of the Work, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4. Taxes

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales and Use Tax.

5. Contract Administrator

The contract administrator for this Contract is **Ryan Farney, Park Superintendent** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Inspection and Acceptance

All goods and equipment provided with the Work are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

7. Condition of Worksite

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

8. Prevailing Wage Addendum

The Contractor acknowledges that Section 3-302(a) of the Genesee County Purchasing Regulations requires the Contractor and its subcontractors to pay laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor agrees to comply with the provisions of the Prevailing Wage Addendum attached as Exhibit B to this Contract.

Services with funds supplied by the County under this Contract.

9. Warranties

The Contractor warrants that:

- 9.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.

- 9.2 For a period of one (1) year following completion of the Work, the Work and any goods provided with the Work shall conform to the specifications and be free of defects in workmanship or materials.
- 9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.
- 9.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.
- 9.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request
- 9.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination of this Contract. The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

10. Insurance Requirements and Indemnification

10.1 Insurance Requirements

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

☐ **COMMERCIAL GENERAL LIABILITY:** Occurrence form, with limits of liability not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage shall include bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual liability, independent contractors' coverage, products/completed operations, explosion, collapse and underground hazard, if applicable, and a per project aggregate. Limits may be satisfied using primary and excess/umbrella liability policies. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and noncontributory with a waiver of subrogation in favor of Genesee County.

☐ **AUTOMOBILE LIABILITY:** Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury

and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

☐ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY:** as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements.

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

☐ **PROFESSIONAL LIABILITY (Errors & Omissions):** in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

☐ **BUILDERS RISK COVERAGE:** is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased. The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all vendors and subcontractors.

☐ **POLLUTION LIABILITY:** The Contractor shall procure and maintain for the duration of this contract Pollution Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate. If this policy is on a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.

☐ **OWNERS' AND CONTRACTORS' PROTECTIVE (OCP) LIABILITY INSURANCE:**

The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$1,000,000 per occurrence and aggregate combines single limit for Personal Injury, Bodily Injury, and Property Damage. Genesee County shall be "Named Insured" on said coverage. Thirty (30) days' Notice of Cancellation shall apply to this policy.

☐ **CONTRACT BOND REQUIREMENTS:** The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding \$50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or

improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

Required Insurance Documentation

1. Certificate of Insurance

The vendor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate of Insurance must reference the contract/bid number.

The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. Endorsements

The vendor/contractor must also provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.
- c. A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).
- d. A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

10.2 Indemnification

The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Work or presence on the County's property or worksite.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Work. The Contractor shall not be entitled to compensation for any Work performed during any period in which the Contract Administrator has directed that the Work be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Work would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the

County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

12.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

14. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

15. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

16. Audit Rights

16.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

16.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

16.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

16.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

17. Identity Theft Prevention

17.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected

from unauthorized disclosure and is used only for the purpose of performing the Services.

- 17.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

18. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

19. General Provisions

19.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

19.1.1. The Contract – This Professional Services Contract

19.1.2. Exhibit A – Description of the Work

19.1.3. Exhibit B – Prevailing Wage Addendum

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

19.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

19.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

19.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

19.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

19.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

19.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

21.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

21.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

MIHM ENTERPRISES, INC.

GENESEE COUNTY

By: _____

By: _____

Delrico J. Loyd, Chairperson
Board of Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Work

MIHM Enterprises, Inc. agrees to provide the following services for the Exterior Repairs of the Richfield County Parks Historic Foot Bridge:

- Restore and protect the existing historic bridge following the National Park Service Guidelines for Historic Restoration
- Mobilization/Demobilization – 60 hrs
- Set up silt fencing – 16 hrs
- Open up stone towers to investigate interior steel – 30 hrs
- Repoint stonework & clean (1,000 l.f.) – 180 hrs
- Reset stone steps – 50 hrs
- Clean cable – 30 hrs
- Install steel plates – 16 hrs
- Replace railing posts, entry posts & wood planks as specified – 112 hrs
- Install under bridge work platform – 60 hrs.
- Prep & paint all steel except cables – 80 hrs
- Install soil replacement to protect concrete encased anchors at south end of footbridge - 20 hrs
- Repair concrete at north & south abutment – 60 hrs
- Install riprap – 220 hrs
- Perform wood surface cleaning & staining as specified – 300 hrs.

EXHIBIT B

Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at <https://sam.gov/content/wage-determinations>.
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The Contractor shall not misclassify work assignments.
5. The Contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the Contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the "Auditor"). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.
9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates to be specified. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates to be specified. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.
10. The Contractor shall include this Addendum in each subcontract entered into on this project, and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.



MIHMENT-01

JKRAMER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2025

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

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

PRODUCER Ottawa Kent Insurance Agency, Inc. PO Box 349 Jenison, MI 49429-0349	CONTACT NAME:	
	PHONE (A/C, No, Ext): (616) 797-3400	FAX (A/C, No):
	E-MAIL ADDRESS: info@ottawakent.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Incline Casualty Company	11090
INSURED Mihm Enterprises, Inc. 4065 38th Hamilton, MI 49419	INSURER B : Safety National Casualty Corp	15105
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		CP5001293	8/24/2024	8/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		CA5002775	8/24/2024	8/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UM5000240	8/24/2024	8/24/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MIHME-C	5/1/2025	4/30/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/ Leased Equip			CP5001293	8/24/2024	8/24/2025	\$1,000 Deductible 175,000

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

RE: 25-448 Exterior Repairs: Richfield County Park Historic Foot Bridge

CERTIFICATE HOLDER

CANCELLATION

Genesee County
1101 Beach Street
Flint, MI 48502

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



HIGHSTREET

Ottawa Kent Insurance

This letter is intended to summarize relevant procedures of Ottawa Kent Insurance Agency, Inc. in issuing certificates of insurance and to identify legal and regulatory prohibitions that preclude us from issuing a certificate that conforms with your recent request. **Please read this letter and its attachments carefully.**

If an insurance policy underlying a certificate of insurance includes Additional Insured (including blanket versions) and/or Waiver of Subrogation endorsements or policy language, the presence of any such endorsement of language is denoted by a “Y” in the appropriate column on the certificate. In accordance with the ACORD 25 Certificate Forms Instruction Guide and in keeping with the directives set forth by many departments of insurance, the Description of Operations box will be used exclusively for the purpose prescribed on the form (*i.e.*, description of operations, insured locations and insured vehicles, as applicable). The ACORD 101 form is designed as an extension of the ACORD 25 Description of Operations box and similar restrictions apply to its use.

If you require any endorsements or 30-day notice of cancellation forms related to information denoted on the form, we will attach the corresponding endorsements which follow this letter. Some forms are immediately available to send to you while others will become available when issued by the insurance company, generally within 30 days, and are available by request.

We are unfortunately unable to comply with any request to issue a certificate that does not comply with insurance industry laws and regulations. We have instead provided you with a lawful certificate that provides a courtesy summary of the referenced policy's terms, limits and conditions.

As a result of recent legislative actions, many states' laws now explicitly address certificates of insurance for property and casualty coverage that do not accurately reflect the terms of the referenced policy. These statutes and regulations, among others, often expressly prohibit our business from:

- issuing or delivering a certificate of insurance that alters, amends or extends the coverage provided by an insurance policy referred to in the certificate; or
- preparing or issuing a certificate that contains false or misleading information concerning an insurance policy.

These prohibitions also apply to those who request certificates. Specifically, it prohibits any person from demanding or requiring the issuance of a certificate from an insurer, insurance producer, or policyholder that contains false or misleading information concerning an insurance policy referred to in the certificate. These regulations provide administrative and civil remedies for violations, some as high as \$500 per violation, and increasing to \$2,500 per violation when a person knows or should have known that they were in violation of these requirements.

Our business takes its legal and insurance regulatory obligations very seriously, and we appreciate your understanding of the limitations imposed on our agency by these statutory requirements.

While we are prohibited from responding to your request for coverage language in the “Description of Operations” box, we encourage you to contact us if you have any questions about the certificate of insurance that you have been provided or any other matter. Thank you in advance for your cooperation.

GRI CONTRACTORS PAC ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CAUSE
OF LOSS - SPECIAL FORM
BUSINESS INCOME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

We will pay for direct physical loss of or damage to Covered Property described in this endorsement caused by or resulting from a covered loss, unless the loss is excluded in Exclusions or Limitations found in the above forms, or in this endorsement. The insurance provided by this coverage form is primary as respects to this coverage form and any other insurance provided by this company. If a loss covered under this endorsement form also involves a loss under any other coverage form that is made a part of this policy, only the broadest coverage will apply.

SCHEDULE OF PROPERTY COVERED	LIMIT OF INSURANCE	PAGE NO.
1. Accounts Receivable	\$100,000	7
2. Appurtenant Structures	\$ 25,000	15
3. Brands and Labels	\$ 25,000	8
4. Broadened Preservation of Property – 60 days	Included	5
5. Business Income – Actual Loss Sustained	12 Months Unlimited	10
6. Business Personal Property Seasonal Increase	25 percent	10
7. Building Coverage – Includes Exterior Signs, Light Poles, Retaining Walls	Included	4
8. Change in Temperature	\$ 10,000	16
9. Computer Coverage – minimum deductible \$500	\$ 75,000	8
10. Consequential Damage – Stock	\$ 10,000	15
11. Contractors Equipment Including Tools	\$ 25,000	7
12. Contractors Installation Coverage	\$ 25,000	7
13. Credit Card Slips	\$ 5,000	15
14. Crime Coverage		
a. Employee Theft	\$ 25,000	6
b. Forgery Or Alteration	\$ 25,000	6
c. Inside The Premises – Theft Of Money And Securities	\$ 25,000	6
d. Inside the Premises – Robbery Or Safe Burglary Of Other Property	\$ 25,000	6
e. Outside The Premises	\$ 25,000	6
f. Computer Fraud and Funds Transfer Fraud	\$ 2,500	7
15. Debris Removal – each Location	\$ 25,000	4
16. Deferred Payment Additional Coverage	\$ 25,000	11
17. Fine Arts	\$ 25,000	14
18. Fire Department Service Charge	\$ 5,000	5
19. Fire Extinguisher Recharge	\$ 5,000	5
20. Foundations	Included	16

21. Inflation Guard – Buildings	5%	8
22. Inventory and Appraisals Additional Coverage	\$ 25,000	6
23. Lock & Key Replacement Additional Coverage	\$1,000 per occ/\$5,000 policy year	10
24. Manufacturers Selling Price	Included	8
25. Newly Acquired or Constructed Property – Building Newly Acquired or Constructed Property – BPP	\$1,000,000 \$ 500,000	13
26. Non-owned Detached Trailers	\$ 5,000	14
27. Ordinance or Law Coverage A – Undamaged Portion of Building B – Demolition & C – Increased Cost of Construction	Included \$ 100,000	8
28. Outdoor Property	\$ 25,000 \$500 per Tree, shrub, plant	14
29. Outside Signs	\$ 5,000	4
30. Personal Effects	\$ 10,000	13
31. Personal Property of Others	Included	4
32. Pollutant Clean Up and Removal	\$ 25,000	5
33. Premises Boundary	1,000 feet	4, 10
34. Property in Transit	\$ 25,000	17
35. Property Off Premises – Includes Sales Rep. Samples and Fair and Exhibitions	\$ 25,000	14
36. Radio & Television Antennas	\$ 25,000	16
37. Replacement Cost – Personal Property of Others	Included	4
38. Rewards – Arson, Theft or Vandalism	\$ 5,000	5
39. Spoilage	\$ 25,000	9
40. Spoilage – In Transit	\$ 25,000	17
41. Tenant Glass	Included	4
42. Theft Limitations Amended a. Furs, Fur garments and garments trimmed with fur b. Jewelry, watches (per conditions) c. Precious Metals and Stones d. Stamps, tickets	\$ 2,500 \$ 2,500 \$ 25,000 \$ 250	16
43. Theft of Dies, Molds, Patterns and Forms	Included	16
44. Underground Pipes, Flues, Drains	Included	4, 16
45. Utility Services – Direct Damage	\$ 25,000	12
46. Valuable Papers and Records On Premises Off Premises & In Transit	\$ 50,000 \$ 10,000	13
47. Water Backup from Sewers or Drains (\$1,000 Min. Ded.)	\$50,000	16

GENERAL LIABILITY SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included	22
2. Additional Insured – Broad Form Vendors	Included	23
3. Aggregate Limit per Location & per Project	Included	24
4. Alienated Premises	Included	25

5. Bodily Injury Redefined	Included	25
6. Broad Form Named Insured Coverage	Included	21
7. Broad Form Property Damage	Included	26
8. Broadened Damage to Premises Rented to You Coverage	\$500,000	19
9. Electronic Data Liability	\$ 25,000	20
10. Incidental Malpractice	Included	22
11. Knowledge of Occurrence	Included	24
12. Medical Payments – Increased Limit	\$ 10,000	24
13. Mobile Equipment Redefined	Included	25
14. Newly Acquired or Formed Organizations	Included	22
15. Non-Owned Aircraft Hired Chartered or Loaned	Included	19
16. Non-Owned Watercraft	51 feet	19
17. Personal Injury – Broad Form	Included	26
18. Supplementary Payments Increased Limits	\$ 3,000 / \$1,000 day	21
19. Unintentional Failure to Disclose Hazards	Included	25
20. Unintentional Failure to Notify	Included	26
21. Voluntary Property Damage – \$500 Deductible	\$ 5,000	20
22. Blanket Waiver of Subrogation	Included	25
23. Contractors Errors & Omissions (\$1,000 Deductible)	\$25,000 Per Claim/Aggregate	27

1. DEDUCTIBLE

Each loss shall be adjusted separately, and from the amount of such adjusted loss the sum of the Deductible shown in the declarations shall be deducted for all coverages listed in the Schedule of Property Covered. (See **ML 71 03 – GRI PAC PROPERTY DEDUCTIBLE ENDORSEMENT** for exceptions, if any)

2. BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CP0010 is amended as follows:

A. BUILDING

1. The following property is added under **A. Coverage, 1. Covered Property:**

- a. Building

- (6) Exterior signs light poles and retaining walls that are owned by you, on or within 1,000 feet of the premises. The 1,000 feet limitation does not apply to exterior signs.

- (7) Foundations of buildings, structures, machinery or boilers.

- (8) Underground pipes, flues or drain.

2. The second paragraph is deleted from **C. Limits of Insurance** and is replaced by the following:

The most we will pay for loss or damage to **outdoor signs** attached to, or detached from, buildings is \$5,000 per sign in any one occurrence.

3. The following paragraphs are deleted from **A. Coverage, 2. Property Not Covered:**

- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:

1. The lowest basement floor; or

2. The surface of the ground, if there is no basement.

- l. Retaining walls that are not part of the building described in the Declarations.

- m. Underground pipes, flues or drains.

B. PERSONAL PROPERTY

1. The following is added to Section **A. Coverage, 1. Covered Property:**

- b. Your Business Personal Property:

- (8) Exterior signs and building glass that are owned by or leased to your (but

only if your lease requires you to cover these items) on or within 1,000 feet of the premises. **The 1,000 feet limitation does not apply to exterior signs.**

(a) The second Paragraph is deleted from **C. Limits of Insurance** and is replaced by the following:

The most we will pay for loss or damage to outdoor signs attached to, or detached from, buildings is \$5,000 per sign in any one occurrence.

(9) Personal Property Of Others that is:

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

- (b) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises. However, our payment for loss or damage to personal property of others will only be for the account of the owner of the property.

2. **A. Coverage** subsection **c. Personal Property Of Others** is deleted in its entirety.

3. **G. Optional Coverages**, subsection **3.b.(1)** is deleted when the Replacement Cost option is selected.

C. ADDITIONAL COVERAGES

The following Additional Coverages are additional Limits of Insurance.

1. **Debris Removal**, under **Part A. Coverage**, subsection **4. Additional Coverages**, Item **a.(4)** is deleted and replaced with the following:

(4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

- (b) The actual debris removal expense exceeds 25% of the sum of the

deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage plus \$25,000.

- (5) Examples are amended to reflex the limit subject to (4) above.

2. Preservation Of Property under Part A. Coverage, subsection 4. Additional Coverage, item b. (2) is deleted and replaced with the following:

- (2) Only if the loss or damage occurs within 60 days after the property is first moved.

3. Fire Department Service Charge under Part A. Coverage, subsection 4. Additional Coverages, Item c. is deleted and replaced with the following:

c. Fire Department Service Charge and Fire Extinguisher Recharge Expense

Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
(2) Required by local ordinance.

Fire Extinguisher Recharge Expense

You may also extend the insurance provided by this Coverage Form to apply to the cost to recharge your fire extinguishers discharged as a result of a covered cause of loss.

The most we will pay for loss under this extension is \$5,000.

No deductible applies to either the Fire Department Service Charge or the Fire Extinguisher Recharge Expense.

4. Pollutant Clean-Up and Removal under Part A. Coverage, subsection 4. Additional Coverages, item d. is deleted and replaced by the following:

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing with 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is the limit of insurance shown in the Schedule above as applicable to Pollutant Clean Up and Removal Additional Coverage for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

5. The following Additional Coverages are being added to Part A. Coverage, subsection 4. Additional Coverages:

g. Rewards Coverage – Arson, Vandalism or Theft

You may extend the insurance provided by this Coverage Form to apply to rewards given to any person or persons other than you; your officers; your partners; your employees; or public, police, or fire officials for information leading to convictions in connection with the following types of losses to the describe premises:

- (1) Arson;
(2) Vandalism; or
(3) Actual or attempted theft of money or other covered property.

Costs incurred in advertising the reward(s) are included. The most we will pay for this coverage extension is \$5,000 regardless of the number of persons who provided information. No deductible applies to this coverage extension.

h. Inventory and Appraisals

In the event of loss or damage caused by a Covered Cause of Loss, we will pay reasonable expense incurred by you at our request to assist us in the investigation of a claim or the determination of the amount of loss such as taking inventory or making appraisals.

We will not pay for any expenses:

- (1) To prove that loss or damage is covered;
- (2) To prepare claims not covered by this Coverage Part;
- (3) Incurred under Section **E. Loss Conditions**, subparagraph **2. Appraisal**;
- (4) Incurred for examination under oath; or
- (5) Billed by, or payable to independent or public adjusters.

The most we will pay under this Additional Coverage is the limit of insurance shown in the Schedule above as applicable to Inventory and Appraisals Additional Coverage.

i. Commercial Crime Coverage Form (Loss Sustained Form) – CR0021 is endorsed to this policy. The following subsections are added subject to the provisions of CR0021.

1. Employee Theft

- (a) Subsection **1. Employee Theft** is added, subject to the provision of CR0021.
- (b) Per **A. Insurance Agreements**, subsection **1.Employee Theft**, (CR0021), the most we will pay for loss in any one “occurrence” taking place during the Policy Period is \$25,000.

2. Forgery & Alterations

- (a) Subsection **2. Forgery Or Alteration** is added, subject to the provisions of CR0021.
- (b) The most that we will pay per **A. Insuring Agreements**, for subsection **2. Forgery Or Alteration (CR0021)**, for loss in any one “occurrence” taking place during the Policy Period is \$25,000.

3. Inside The Premises – Theft of Money And Securities

- (a) Subsection **3. Inside The Premises – Theft Of Money And Securities** is added, subject to the provisions of CR0021.
- (b) Per **A. Insurance Agreements**, subsection **3. Inside the Premises – Theft Of Money and Securities**, (CR0021), the most we will pay for loss in any one “occurrence” taking place during the Policy Period is \$25,000.

4. Inside the Premises – Robbery Or Safe Burglary Of Other Property

- (a) Subsection **4. Inside The Premises – Robbery Or Safe Burglary Of Other Property** is added, subject to the provisions of CR0021.
- (b) Per **A. Insurance Agreements**, subsection **4. Inside the Premises – Robbery Or Safe Burglary Of Other Property**, (CR0021), the most we will pay for loss in any one “occurrence” taking place during the Policy Period is \$25,000.

5. Outside The Premises

- (a) Subsection **5. Outside The Premises** is added, subject to the provision of CR0021.
- (b) Per **A. Insurance Agreements**, subsection **5.Outside the Premises**, (CR0021), the most we will pay for loss in any one “occurrence” taking place during the Policy Period is \$25,000.

6. Computer Fraud and Funds Transfer Fraud

(1) Subsection **6. Computer Fraud** and subsection **7. Funds Transfer** are added, subject to the provision of CR0021.

(2) Per **A. Insurance Agreements**, for both subsection **6. Computer Fraud** and **7. Funds Transfer**, (CR0021), the most we will pay for loss in any one occurrence is a \$2,500 combined limit for Computer Fraud and Funds Transfer.

j. Accounts Receivable – Account Receivable Coverage Form (CM0066) is endorsed to this policy.

(1) Per Accounts Receivable Coverage Form (CM0066), **C. Limits of Insurance**, is deleted and replaced by the following:

The most we will pay for loss in any one occurrence is \$100,000.

(2) **D. Additional Conditions 3.b. Coinsurance**, is deleted.

k. Contractors Equipment – Contractors Equipment Coverage Forms (IH0068) is endorsed to this policy.

(1) **Contractors Equipment Coverage Form IH0068 – 1. Covered Property** is deleted and replaced by the following:

1. Covered Property

Covered Property, as used in this coverage form, means the following property:

- a. Your Contractors' equipment; and
- b. Equipment of others, including employee's tools or equipment in your care, custody or control.

(2) **Additional Coverages, item 4.d. Pollutant Cleanup And Removal** is deleted.

(3) **Limits Of Insurance, item C**, is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is \$25,000.

l. Contractors Installation Floater – Installation Coverage Form IH0073 is endorsed to this policy.

(1) **Installation Coverage Form IH0073 – 1. Covered Property** is deleted and replaced by the following:

1. Covered Property

Covered Property, as used in this coverage form, means the following property:

- a. At a "Job Site";
- b. "Temporary storage location"; or
- c. Property in Transit.

(2) **Additional Coverages, item 4.b. Pollutant Cleanup and Removal** is deleted.

(3) The following definition is added only to Contractors Installation Floater Coverage:

1. "Job site" means premises where you are installing, repairing or erecting property. It does not include the construction site of a dam, tunnel, flood control project, bridge, overpass, pier, wharf or dock.

2. "Temporary storage location" means a location where property that is to become a permanent part of a completed project is stored while waiting to be delivered to a covered "job site":

- a. That you do not own, lease or operate; or
- b. Where work is in progress, or will begin in 30 days.

(4) **Limits Of Insurance, item C**, is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is \$25,000.

m. Ordinance or Law Coverage – Ordinance or Law Coverage Form (CP0405) is endorsed to this policy.

(1) **Coverage A** (Coverage for loss to the undamaged portion of the Building), **Coverage B**, (Demolition cost) and **Coverage C** (Increased Cost of Construction) applies to covered building property scheduled in the Declaration pages.

(2) The most we will pay for loss in any one occurrence is a \$100,000 Combined Limit for **Coverage B** (Demolition Cost) and **Coverage C** (Increased Cost of Construction).

n. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

- (1) Stamp “salvage” on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

We will pay reasonable costs you incur to perform the activity described in (1) or (2) above. But the total we pay for these costs and the value of the damaged property will not exceed \$25,000 at each described premises.

o. Inflation Guard Protection – Building(s)

- (1) This additional coverage applies only to your building(s) and not to your Business Personal Property, Business Income or Extra Expense Coverages.
- (2) If the Replacement Cost Provision, Under **G. Optional Coverages** applies, in the event of a covered cause of loss that exceeds the Limit of Insurance for the building(s), we will pay the lesser of the Replacement Cost limit of insurance plus 5% of the Buildings(s), or the

cost to repair the damaged covered building(s).

- (3) We shall not be liable under this endorsement for any loss unless and until the damage or destroyed property is actually repaired or replaced by the insured.

p. Manufacturers Selling Price

Section **E. Loss Conditions – Part 7. Valuation**, Item **c.** is deleted and is replaced by the following:

We will determine the value of finished “stock” you manufacture, in the event of loss or damage at:

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

q. Computer Coverage

We will cover direct physical loss or damage caused by a covered cause of loss to property while at premises described on the declarations. We will cover portable personal computers wherever located.

(1) Covered Property consists of:

- (a) Your “Computer Equipment”, “protection and control systems” and “Data” and “Media”; and
- (b) Portable personal computers, known as laptops or notebooks, “protection and control systems” and “Data” and “media”; and
- (c) Similar property of others that is in your care, custody or control.

The most we will pay for loss or damage due to a covered cause of loss under this Additional Coverage is \$75,000 per any one “occurrence”.

(2) Property Not Covered

Covered Property does not include:

- (a) Property leased or rented to others while away from your premises described in the Declarations;
- (b) Accounts, bills, evidences of debt, valuable papers, abstracts,

records, deeds, manuscripts or other documents, unless converted to "data" and then only in that form;

- (c) Contraband, or property in the course of illegal transportation or trade; or
- (d) Stock in trade.

(3) "Mechanical Breakdown" and Disturbance

We will pay for loss to covered property caused by "mechanical breakdown" and "power supply disturbance". We also will pay for loss to covered property caused by "electrical disturbance" if the cause of such disturbance took place within 500 feet of the described premises where the loss occurred.

The most that we will pay for loss or damage due to a covered cause of loss under this Additional Coverage is \$75,000 per any one "occurrence".

"Mechanical Breakdown" and Disturbance Coverage is subject to a minimum deductible of \$500 per occurrence. If a higher deductible is selected for the "GRI PAC" endorsement, the higher deductible also applies to the Mechanical Breakdown and Disturbance Coverage.

- (4) The following **B. Exclusions** do not apply to Computer Coverage:

B. Exclusions

- 1.b.** Earth Movement
- 1e.** Off-Premises Services
- 1g.** Water
- 2a.** Artificially generated current
- 2c.** Smoke, vapor or gas from agricultural smudging or industrial operations
- 2d.3.** Smog
- 2d.4.** Settling, cracking, shrinking or expansion
- 2d.5.** Insects, birds, rodents or other animals
- 2d.6.** "Mechanical breakdown"
- 2d.7a.** Dampness or dryness of atmosphere

2d.7b. Changes or extreme of temperature

2d.7c. Marring or scratching

2e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned by you, or operated under your control.

2f. Continuous or repeated seepage or leakage of water that occurs over a period of 14 days or more.

2g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing

2i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

2k. Collapse

- (5) The following exclusions are added only to the Computer Coverage:

(a) Programming errors

Losses due to errors in programming or instructing Computer Equipment are not covered under this coverage form.

(b) Deterioration, Faulty or Weakness

We will not pay for deterioration; decay, or any quality, fault or weakness in the covered property that causes it to damage or destroy itself. This exclusion does not apply to loss caused by "mechanical breakdown".

(c) "Electrical Disturbance"

We will not pay for loss caused by "electrical disturbance" if the cause of such disturbance took place more than 500 feet from the premises where the loss occurred.

(d) Temperature, Humidity, Corrosions or Rust

We will not pay for loss caused by corrosion, rust, humidity, dampness, dryness or changes in extremes of temperature, But we will pay for loss to covered

property that results from a direct physical loss, caused by a covered cause of loss, to the air conditioning system that services covered "Computer Equipment".

(e) Wear and Tear or Obsolescence

We will not pay for loss caused by wear and tear, depreciation or obsolescence.

(6) The following definitions are added only to the Computer Coverage:

(a) "Computer Equipment" means:

- (i)** Your programmable electronic equipment that is used to store, retrieve and process data. It includes their component parts and air conditioning, fire suppression equipment and electrical equipment used exclusively in your computer operations; and
- (ii)** Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "data" and "media".

(b) "Data" means:

- (i)** Data stored on "media"; and
- (ii)** Programming records used for electronic data processing or electronically controlled equipment.

(c) "Media" means electronic data processing, recording or storage media such as software, films, tapes, discs, drums or cells.

r. Business Personal Property Seasonal Increase

(1) The following is added to Section C. Limits of Insurance:

- (a)** The Limit of Insurance for Business Personal Property will automatically increase by 25%

to provide for seasonal variations.

(b) This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lessor of:

- (i)** The 12 months immediately preceding the date the loss or damage occurs; or
- (ii)** The period of time you have been in business as of the date the loss or damage occurs.

s. Business Income Actual Loss Sustained

- (1)** Business Income Coverage Form (CP0030) and Business Income Actual Loss Sustained Form (CP7100) are endorsed to this policy.
- (2)** The references in the Business Income Coverage Form to distances from the described premises are increased to 1,000 feet.

t. Spoilage Coverage

- (1)** You may extend the insurance to insured against direct physical loss or damage to personal property of the insured, or personal property of others that is in your care, custody or control that consists of "perishable stock" at the described "premises" resulting from:
 - (a)** "Breakdown" or "contamination"
 - (b)** "power outage"
- (2)** We will not pay for spoilage or damage caused by or resulting from:
 - (a)** The disconnection of any refrigeration, cooling or humidity control system from the source of power;
 - (b)** The deactivation of electrical power, caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
 - (c)** The inability of an Electrical Utility Company or other power source to provide sufficient power due to lack of fuel; or Governmental order;

- (d) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; or
- (e) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

The most we will pay for loss or damage under this coverage extension is \$25,000 at each described premises.

(3) The following are added to **Cause of Loss-Special Form CP1030 Section F. Definitions** and are applicable on to the Spoilage Coverage.

- (a) "Breakdown: means change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises.
- (b) "Contamination" means contamination by the refrigerant.
- (c) "Perishable Stock" means personal property:
 - (i) Maintained under controlled conditions for its preservation; and
 - (ii) Susceptible to loss or damage if the controlled conditions change.
- (d) "Power Outage" means change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

u. Deferred Payments

We will pay for your interest in lost or damaged Personal Property sold by you under a conditional sale or trust agreement or any installment or deferred payment plan after delivery to buyers. The loss or damage must be caused by a Covered Cause of Loss.

Deferred payments are valued on the amount shown on your books as due from the buyer. When partial loss to that property occurs and the buyer refuses to continue payment, forcing you to repossess, deferred payments are valued as follows:

- (1) If the realized value of the repossessed property is greater than or equal to the amount shown on your books as due from the buyer, we will make no payment; but
- (2) If the realized value of the repossessed property is less than the amount shown on your books as due from the buyer, we will pay the difference.

When a partial loss occurs and the buyer continues to pay you, there will be no loss payment.

The most we will pay under this Additional Coverage in any one occurrence is the limit of insurance shown in the Schedule above as applicable to Deferred Payments Additional Coverage.

v. Lock and Key Replacement

We will pay reasonable expenses incurred to:

- (1) Replace entry keys or key-cards and adjust locks to accept new entry keys or keycards, if keys to a lock at a described premises are lost or stolen;
- (2) Replace locks, including the cost of their installation, if master or grand master keys or key-cards are lost or stolen; and
- (3) Repair or replace premises entry locks if such repair or replacement is made necessary because of damage to the premises entry locks resulting directly from theft or attempted theft at described premises.

We will not pay for the replacement of your premises entry locks if you discharge an "employee" and fail to have them return any keys that were provided for their use.

The most we will pay for all loss or damage in any on policy year under this

Additional Coverage is the Policy Year Limit of Insurance shown in the Schedule above applicable to Lock and Key Replacement Additional Coverage, subject to the Per Occurrence Limit of Insurance shown in the Schedule.

Any amount paid for loss or damage for each claim will reduce the amount of the Policy Year Limit of Insurance available for payment of loss or damage for any other claim under this Additional Coverage in the same policy year.

Each policy year begins with the inception or anniversary date of this policy and ends at the expiration or at the next anniversary date of this policy.

w. Utility Services – Direct Damage

(1) We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the applicable Utility Services not on premises described in the Declarations.

(2) Utility Services

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

- (i) Pumping stations; and
- (ii) Water mains.

(b) **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

(c) **Power Supply Services**, meaning the following types of property supplying electricity,

steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines.

(3) Exception

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

(b) Coverage under this endorsement does not apply to loss or damage to property that is maintained under controlled temperature or humidity conditions for preservation and is susceptible to loss of damage if the controlled temperature or humidity conditions change.

(4) The most we will pay for loss or damage under this Additional Coverage in any one occurrence is the limit of insurance shown in the Schedule above for Utility Services- Direct Damage.

D. COVERAGE EXTENSION

Section A.5. Coverage Extension is deleted in its entirety and replaced with the following:

5. Coverage Extensions

Each of these Extensions is additional insurance. The Additional Conditions, Coinsurance, does not apply to these extensions.

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

If a Coinsurance percentage of 80% or more of a Value Reporting period symbol, is shown in the Declarations, you may extend

the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property
(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage per any one occurrence under this Extension is \$1,000,000.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage per any one occurrence under this Extension is \$500,000.

- (b) This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property,

coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

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

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.
- (2) Personal property of others in your care, custody or control.
- (3) This Extension does not apply to loss or damage by theft to tools of your employees at the described premises.

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

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

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for with duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the “specified causes of loss” as defined in that form, and Collapse as set forth in that form.
- (3) Under this Extension, the most we will pay to replace or restore the lost information is \$50,000 at each described

premises or \$10,000 while off premises including coverage in transit. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off Premise

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle;
 - (b) In the care, custody or control of your salesperson, unless the property is in such care, custody or control at a fair, trade show or exhibition; or
 - (c) At a job site, including employee tools.
- (3) The most we will pay for loss or damage in any one occurrence under this Extension is \$25,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage form to apply to your outdoor property including outdoor fences, trees shrubs and plants (other than "stock" of trees, shrubs and plants), including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage in any one occurrence under this extension is \$25,000 at each described premises, but not more than **\$500 for any on tree, shrub or plant.**

f. Non-Owned Detached Trailers

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

g. Fine Arts

- (1) You may extend the insurance that applies to Your Business Personal Property to pay for direct loss of or damage to Fine Arts.
- (2) Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.
- (3) The most we will pay for loss in any one occurrence under this Coverage Extension is \$25,000 at each described premises.
- (4) The value of fine arts will be the least of the following amounts:
 - (a) The actual cash value of that property at the time of loss;

- (b) The cost of reasonable restoring that property to its condition immediately before loss; or
 - (c) The cost of replacing that property with substantially identical property.
- (5) In the event of loss, the value of property will be determined as of the time of loss.
- (6) The following is added to Paragraph **E. Loss Conditions**, as it applies to Fine Arts.
- (a) In case of loss to any part of a pair or set we will:
 - (i) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (ii) Pay the difference between the value of the pair or set before and after the loss.
 - (b) You must arrange for fine arts to be packed and unpacked by competent packers.

h. Consequential Damage – Stock

You may extend the insurance provided by this Coverage Form to apply to consequential loss of your undamaged “stock” in process of manufacture when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of “stock” in process of manufacture at the described premises.

Consequential damage means a part or parts of your products are physically lost or damaged by a covered cause of loss causing the part or parts that are undamaged to be unmarketable as a complete product.

The most we will pay for loss or damage under this extension is \$10,000 per any one occurrence.

i. Appurtenant Structures

- (1) You may extend the insurance that applies to Buildings to apply to your incidental appurtenant structures at the described premises.
- (2) You may extend the insurance that applies to Your Business Personal Property to apply to Business Personal Property within incidental appurtenant structures at the described premises.
- (3) Incidental appurtenant structures include storage buildings, carports, garages and similar structures which have not been

specifically described in the Declarations.

- (4) The most we will pay for loss or damage under this Coverage Extension at each described premises for any combination of loss or damage to Building and Business Personal Property is the limit of insurance shown in the Schedule above as applicable to Appurtenant Structures.

j. Credit Card Slips

You may extend the insurance that applies to Your Business Personal Property to apply to amounts you are unable to collect due to loss of or damage to credit cards slips while located at the described premises as the result of a Covered Cause of Loss.

It is your responsibility to establish the amount of the loss under this Coverage Extension. If it is not possible, the amount of the loss will be determined as follows:

- (1) If you have been in business for more than twelve months at the location of the loss, one-thirtieth (1/30) of the average monthly amount of credit card slips will be considered as average daily credit card slips for that location.

The twelve months immediately preceding the discovery of the loss will be used to determine the average monthly amount.

- (2) If you have been in business for less than twelve months at the location of the loss, the average daily credit card slips shall be one-thirtieth (1/30) of the average monthly amount of credit card slips for the number of months you have been in business at that location.

- (3) The average daily credit card slips will be multiplied by the number of days for which slips are lost to determine the amount of the loss subject to the maximum limit.

The most we will pay as a result of loss or damage to credit card slips under this Coverage Extension is the limit of insurance shown in the Schedule above as applicable to Credit Card Slips.

k. Radio and Television Antennas

- (1) You may extend the insurance provided by this Coverage Form to apply to Radio or Television Antennas including radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers at each described premises by or resulting from any of the Covered Causes of Loss.
- (2) We will pay for the expense incurred by your in the removal of debris of Covered Property, subject to Paragraph (1) that occurs during the policy period.
- (3) The most we will pay for loss or damage in any one occurrence under this extension is \$25,000 at each described premises.

l. Water Back-Up from Sewers or Drains

- (1) We will pay for direct physical loss or damage to Covered Property, caused by or resulting from discharge of water or waterborne material from a sewer, drain or sump located at described premises, provided such discharge is not induced by flood or flood-related conditions.

The aforementioned references to flood include surface water, waves (including tidal wave and tsunami), tides, tidal water, and overflow of any body of water, including storm surge.

For the purpose of this extension, the term drain includes a roof drain and related fixtures.

- (2) There is no coverage under this endorsement if the discharge results from a insured's failure to perform routine maintenance or repair necessary to keep a sewer or drain or a sump, sump pump or related equipment free from obstruction and in proper working condition. This limitation does not apply to sudden mechanical breakdown of a sump pump or its related equipment, provided the breakdown is not the result of an insured's negligence.
- (3) To the extent that the **Water Exclusion (CP1030) B. Exclusions**, subsection g. (3) might conflict with the coverage provided under this extension, the Water

Exclusion does not apply to such extension.

- (4) We will not pay the cost of repairing or replacing a sewer, drain, sump, sump pump or any related parts or equipment.
- (5) We will not pay for loss or damage caused directly or indirectly by water that backs up from a sewer or drain off premises, or where the actual cause of the backup is located off premises.
- (6) The most we will pay for loss due to water that backs up from a sewer or drain on premises is \$50,000 per any one occurrence, subject to a \$1,000 deductible unless a greater deductible is listed on the policy declarations.

E. LIMITS OF INSURANCE

The **Limits Of Insurance**, subsection C. is amended to add the following:

We will not pay more than \$250,000 or 10% of the building value per any one occurrence, whichever is less, for loss of or damage to:

1. The foundations of buildings, structures, machinery or boilers if their foundations are below the lowest basement floor or the surface of the ground, if there is no basement; and or
2. Underground pipes, flues or drains.

III. CAUSE OF LOSS

Special Form Cause of Loss (CP1030) is modified as follows, subject to all terms and conditions of CP1030.

1. **Change in Temperature B. EXCLUSIONS**, subsection 2.d.(7) (a) and (b) are deleted and replaced by the following:

The most we will pay for loss due to:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature, is

\$10,000 per any one occurrence.

2. **Theft Limitations**

- a. The **Limitations. C.**, subsection 3. a. b, and d. are replaced by the following:

For loss or damage by theft, the following types of property are covered only up to the special limits shown:

- a. **\$2,500** for furs, fur garments and garment trimmed with fur.

- b. **\$2,500** for jewelry, watches, watch movements, jewels, and pearls. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. **\$25,000** for precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals.
- d. **\$250** for stamps, tickets, including lottery tickets held for sale, and letter of credit.
- b. The **Limitations. C.**, subsection **3. c.** patterns, dies, molds and forms is replaced by the following:

You may extend the insurance that applies to your Business Personal Property to include theft or attempted theft of your patterns, dies, molds and forms.

3. Property in Transit F. Additional Coverage Extensions, subsection **1. a. b. and c.** are deleted and replaced with the following:

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property or personal property of others in your care, custody or control in transit, more than 1,000 feet from the described premises. Covered Property may be in or on a motor vehicle you own, lease, operate, or hire, and in or on any carrier you do not own, lease or operate including railway train, aircraft or vessel, while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a security locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$25,000 per any one occurrence.

The following supplemental coverage applies to Property In Transit.

Spoilage – In Transit

We cover direct physical loss to Property in Transit of “perishable stock” caused by “breakdown or contamination”.

- (1) Breakdown or contamination meaning:
 - (a) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment; or
 - (b) Contamination by a refrigerant. Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and where the interruption is caused and whether or not the interruption is complete or partial.
 - (c) Subparagraph **2.d.(6)** as found in Section **B. Exclusions** does not apply.
- (2) “Perishable stock” means property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.

We will not pay for any loss or damage resulting from:

- (a) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- (b) The deactivation of power caused by the manipulation of any switch or other device used to control the power.
- (c) The inability of a power source to provide sufficient power due to lack of fuel.
- (d) The inability of a power source to provide sufficient power due to lack of generating capacity to meet demand.
- (e) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- d. The most we will pay for loss or damage under this additional supplemental coverage is \$25,000 per any one occurrence.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

IV. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions (IL0017) and the Commercial Property Conditions (CP0090).

B. The Common Policy Conditions and Commercial Inland Marine Conditions (CM0001) apply to these coverage extensions:

1. Accounts Receivable

- 2.** Contractors Equipment including Tools
- 3.** Contractors Installation Coverage

VI. COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. NON-OWNED WATERCRAFT COVERAGE

- F.** Subparagraph **g.(2)** under paragraph **2.** **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- G.** With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II – WHO IS AN INSURED:**

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to “bodily injury” to a co-“employee” of the person operating the watercraft;
- b. With respect to “property damage” to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

2. NON-OWNED AIRCRAFT, HIRED, CHARTERED OR LOANED WITH PAID CREW

The following provisions are added to subparagraph **g.** under paragraph **2.** **Exclusions** as found in **COVERAGE**

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES):

- A.** This exclusion does not apply to an aircraft that you do not own that is hired, chartered or loaned with a paid crew.
- B.** Paragraph **A.** does not apply if the insured has any other valid and collectible insurance for “bodily injury” or “property damage” that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

3. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

- A.** Subparagraph **j. Damage To Property** under paragraph **2.** **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is deleted and replaced by the following:

j. Damage To Property

“Property damage” to:

- (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) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) 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
- (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to “property damage” to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

4. VOLUNTARY PROPERTY DAMAGE

- A. We will pay, at your request, regardless of the fault of any insured, for “property damage” to:
1. Property loaned to you;
 2. Personal property in the care, custody or control of the insured; or
 3. That particular part of any 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.

The most we will pay for all damages because of “property damage” covered by this Voluntary Property Damage coverage, arising out of any one

“occurrence”, will be the Voluntary Property Damage Each Occurrence Limit indicated in the Schedule above minus the Voluntary Property Damage Each Occurrence Deductible amount indicated in the Schedule above.

We may pay part of or all of any applicable deductible amount to effect settlement of any claim or “suit”. Upon notice of our payment of such deductible amount, you shall promptly reimburse us for the part of the deductible amount we pay.

The terms of this insurance, including those with respect to our right and duty to defend the insured against any “suits” seeking those damages and your duties in the event of an “occurrence”, claim or “suit”, apply irrespective of the application of the deductible amount.

- B. With respect to the insurance provided by this Voluntary Property Damage coverage, Exclusions j.(4) and j.(5) under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** are deleted.
- C. With respect to the insurance provided by this Voluntary Property Damage coverage, Exclusion j.(6) under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** does not apply to personal property of others.
- D. With respect to the insurance provided by this Voluntary Property Damage coverage, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
In the event of “property damage” covered by this Voluntary Property Damage coverage, you must, if requested by us, replace, or furnish the labor and materials necessary for repairs to, the property to which such “property damage” occurred at actual cost to you, excluding prospective profit and overhead charges of any nature.

5. ELECTRONIC DATA LIABILITY

- A. Subparagraph p. **Electronic Data** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is delete and replaced by the following:

p. **Electronic Data**

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

B. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

C. With respect to the insurance provided by this Electronic Data Liability coverage, the definition of "Property Damage" in the Definitions Section is replace by the following:

17. "Property damage" means:

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

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

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

D. With respect to the insurance provided by this endorsement, the following Definition is added to SECTION V – DEFINITIONS: "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD- ROMS, tapes, drives, cells, data processing devices or any other media which are used in electronically controlled equipment.

6. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B INCREASED LIMITS

A. Subparagraph b. under paragraph 1. as found in SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (SECTION I – COVERAGES) is deleted and replaced by the following:

- b.** Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments – Coverages A and B – Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph d. under paragraph 1. as found in SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (SECTION I – COVERAGES) is deleted and replaced by the following:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments – Coverages A and B – Loss of Earnings Increased Limit, because of time off from work.

7. BROAD FORM NAMED INSURED COVERAGE With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph 1. as found in **SECTION II - WHO IS AN INSURED:**

- f.** An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock of the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable

limits of insurance, unless such policy was written to apply specifically in excess of this policy.

8. INCIDENTAL MALPRACTICE LIABILITY – NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph **2.a.(1)(d)** as found in **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. This paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

9. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph **3.a.** as found in **SECTION II – WHO IS AN INSURED** 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;

10. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

The following provision is added to **Section II - Who Is An Insured**:

A. Any person(s) or organization(s) for whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy is also an insured, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part:

1. By your ongoing operations performed for such person(s) or organization(s) at the site or location designated in the written contract or agreement; or
2. In connection with your premises owned by or rented to you; or
3. By “your work” performed for that additional insured at the location designated and described in the written contract or agreement included in the “products-completed operations hazard”.

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

This insurance does not apply to:

1. “Bodily injury” or “property damage” occurring:
 - a. Prior to the date the written contract or agreement was executed and in effect; or

b. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.

2. “Property damage” to”

- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. “Your work” for, such person or organization.

3. Any vendor, concessionaire or grantor of a franchise

4. Any lessor of leased equipment if the “occurrence” takes place after the lease expires.

5. To any owner or other interest from whom land has been leased if:

- a. The “occurrence” takes place after you cease to lease that land; or
- b. The “bodily injury” or “property damage” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the lessor.

6. To any manager or lessor of premises if:

- a. The “occurrence” takes place after you cease to be a tenant in that premises; or
- b. The “bodily injury” or “property damage” arises out of structural alterations, new construction or demolition operations performed by or on behalf of the lessor.

7. To any state or municipality if:

- a. The “bodily injury” or “property damage” arises out of operations performed for the state or municipality; or
- b. The “bodily injury” or “property damage” is included within the “products- completed operations hazard”.

8. “Bodily injury” or “property damage” arising out of an architect’s, engineer’s or surveyor’s rendering of or failure to render any professional services for you, for such person or organization, or for others, including:

- a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys,

- field orders, change orders, designs, drawings or specifications; and
- b. Supervisory, inspection, or engineering services.

C. With respect to the insurance afforded these additional insureds, Paragraph 4. **Other Insurance** as found under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on a primary or noncontributory basis. When this insurance is excess, we will have no duty under Coverage A 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 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.

11. ADDITIONAL INSURED BROAD FORM VENDORS

The following provision is added to **Section II – Who Is An Insured**:

Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy is also an insured, but only with respect to “bodily injury” or “property damage” caused, in whole or in part, by “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 a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 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.
 8. “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Sub- paragraphs 4. or 6., or
 - b. 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.
- B. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

12. MEDICAL EXPENSE INCREASED LIMIT

The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.

Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person. The Limit of Insurance for Medical Expense Incurred Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

13. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE – PER PROJECT AND PER LOCATION

A. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE C. MEDICAL PAYMENTS** only, the following provision is added to **SECTION III – LIMITS OF INSURANCE**:

The General Aggregate as described in paragraph 2. Under **SECTION III – LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your “locations” owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance – Per Project and Per Location provision does not apply if a single “occurrence” under Coverage **A**, or a single accident under Coverage **C**, can be attributed to multiple projects or “locations”. The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage **A** arising out of such “occurrence” and all medical expenses under Coverage **C** arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance – Per Project and Per Location does not apply to damages under Coverage **B**. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage **B**, regardless of the number of projects or “locations”;

3. If included with a Stop Loss Limitation is indicated in the Schedule above under Limit(s) of Insurance, the most we will pay under this Amendment of General Aggregate Limit of Insurance – Per Project and Per Location for the sum of all damages under Coverage **A** (except for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”) and for all medical expenses under Coverage **C**, occurring during any one period of twelve (12) consecutive months (or portion thereof) beginning with the effective date of the policy to which this endorsement is attached, is three (3) times the General Aggregate Limit of Insurance shown in the Declarations. This applies regardless of the number of:

- a. Projects away from premises owned by or rented to you;
- b. “Locations” owned by or rented to you;
- c. Insureds;
- d. Claims made or “suits” brought; or
- e. Persons or organizations making claims or bringing “suits”.

- B.** With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V – DEFINITIONS**:

“Locations” 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.

14. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs **a.** and **b.** under paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- 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. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence” or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

This Condition only applies when the “occurrence”, offense, claim or “suit” is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or “employee”.

- c. If a claim is made or “suit” is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or “suit” and the date received; and
- (2) 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. Failure by an agent, servant or “employee” of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an “occurrence”, offense, claim or “suit” will not jeopardize your coverage.

15. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV – COMMERCIAL LIABILITY CONDITIONS**:

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 “your work” included in the “products-completed operations hazard” or your ongoing operations, done under a written contract for that person or organization, subject to the following:

- a. The written contract requires you to waive your rights to recover from that person or organization; and
- b. The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

17. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** under the definition of “mobile equipment” as found in **SECTION V – DEFINITIONS** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

18. ALIENATED PREMISES

Under **Section I – Coverage A**, Paragraph **2. Exclusions**, **j.(2)** is replaced in its entirety with the following:

- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonable been known by you, at the time the property was transferred or abandoned.

19. BODILY INJURY REDEFINED

Under **Section V – Definitions**, definition **3. “Bodily injury”** is replaced in its entirety with the following:

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from “bodily injury”, sickness or disease.

20. BROAD FORM PROPERTY DAMAGE – Borrowed Equipment, Customers Goods, Use of Elevators

Under **Section I – Coverage A**, paragraph 2, Exclusions, **j.** is amended as follows:

Paragraph **(4)** does not apply to “property damage” to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to “property damage” to “customers goods” while on your premises nor to the use of elevators.

Under **Section V – Definitions**, definition **23.** Is added as follows:

- 24.** “Customers goods” means property of your customer on your premises for the purpose of being:
- a.** Worked on; or
 - b.** Used in your manufacturing process.

The insurance afforded under this provisions is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

21. PERSONAL INJURY – BROAD FORM

Under **Section I – Coverage B**, paragraph **2.e.** is deleted.

Under **Section V – Definitions**, definition **14**, paragraph **h.** is added as follows:

- h.** Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1)** Not done intentionally by or at the direction of:
 - (a)** The insured;
 - (b)** Any officer of the corporation, director, stockholder, partner or member of the insured; and
- (2)** Not directly or indirectly related to an “employee”, nor to the employment, prospective employment, or termination of any person or persons by an insured.

This coverage does not apply if **Coverage B – Personal and Advertising Injury Liability** is excluded either by the provisions of the Coverage part or by endorsement.

22. UNINTENTIONAL FAILURE TO NOTIFY

Under **Section IV – Commercial General Liability Conditions**, Condition **2 – Duties In the Event of Occurrence, Offense, Claim or Suit**, paragraph **e.** is added as follows:

- e.** Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an “occurrence”, offense, claim or “suit”, solely due to the reasonable and documented belief that the “bodily injury” or “property damage” is not covered under this policy.

**23. CONTRACTORS ERRORS AND OMISSIONS
LIABILITY COVERAGE – CLAIMS MADE BASIS
COVERAGE FORM (CG7109)** is endorsed to this policy.

(1) Per Contractors Errors And Omissions Liability Coverage – Claims Made Basis Coverage Form (CG7109), **SECTION III – LIMITS OF INSURANCE** is amended as follows:

A. Deductible Clause

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount of \$1,000. The limits of insurance will not be reduced by the application of such deductible amount.

B. Amount Payable by Us and Our Limit of Insurance

1. The rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. “Claims” made or “suits” brought; or
 - c. Persons or organizations making “claims” or bringing “suits”.

The most we will pay as the result of any one “claim” is the Per Claim Limit of \$25,000. Any “claim” or aggregation of “claims” resulting from any one negligent act, error, omission or defect will be considered one “claim”.

2. Subject to 1. above, the most we will pay as the result of all “claims” under this policy, including any Extended Reporting Period, is the Aggregate Limit of \$25,000.

PAC AUTOMOBILE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES		Page #
1. Glass Repair And/Or Replacement-Waiver Of Deductible	Included	2
2. Hired Auto Physical Damage	\$50,000	2
3. Supplementary Payments – Bail Bonds/Reasonable Expenses	\$4,000/\$400 per day	2
4. Additional Transportation Expense	\$50 per day/max \$1,000	2
5. Broad Form Named Insured	Included	2
6. Employees As Additional Insured	Included	2
7. Extra Expense - Stolen Vehicle	Included	2
8. Audio, Visual, Data Electronic Equipment and Media Coverage	\$1,500/\$250 Media	3
9. Rental Reimbursement	\$50 per day	3
10. Blanket Waiver of Subrogation	Included	3
11. Duties in the Event of Accident, Claim, Suit or Loss	Included	3
12. Replacement Cost of a Private Passenger Vehicle	Included	4
13. Towing	\$100	4
14. Unintentional Errors or Omissions	Included	4
15. Additional Deductible Provision	Included	4
16. Wearing Apparel	\$250	4
17. Lease & Loan Gap Coverage	Included	4
18. Resultant Mental Anguish Coverage	Included	5
19. Blanket Additional Insured When Required by Written Contract	Included	5
20. Broadened Loss of Use	\$40 per day/max \$600	5

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

BROAD FORM NAMED INSURED

Under **SECTION II – LIABILITY COVERAGE A.1. Who Is An Insured**, the provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.

EMPLOYEES AS ADDITIONAL INSURED

Under **SECTION II – LIABILITY COVERAGE A.1. Who Is An Insured**, the provision is amended by the addition of the following:

- e. An employee of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE A.2. Coverage Extensions**, the provisions is amended by replacing (2) and (4) Under subparagraph a. **Supplementary Payments**, with the following:

- (2) Up to \$4,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$400 a day because of time off from work.

EXTRA EXPENSE – STOLEN VEHICLE

Under Paragraph A. **Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE**, the provision is amended to add:

- 5. We will pay for the expense of returning a stolen covered “auto” to you up to a maximum of the actual cash value of the stolen covered “auto”.

GLASS REPAIR AND/OR REPLACEMENT-WAIVER OF DEDUCTIBLE

Under Paragraph D. **Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired and/or replaced. This applies to all vehicle types.

PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of Paragraph A.4. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type or light truck type.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired “auto” are covered “autos” for Liability Coverage and if Comprehensive or Collision coverages are provided under this Coverage Form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type, subject to the following limit.

The most we will pay for loss to any hired “auto” is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned “auto”.

Hire Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If symbol 8 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the Hired Auto Physical Damage Coverage described on this form does not apply.

**AUDIO, VISUAL, DATA ELECTRONIC
EQUIPMENT, CELL PHONE, AND MEDIA
COVERAGE**

The Physical Damage Coverage Section is amended as follows:

1. The sub-limit in Paragraph **C.2.** of the Limit of Insurance Provision applicable to all electronic equipment that reproduces, receives or transmits audio, visual or data signals is increased to \$1,500.
2. The exclusion **4.a.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

Under Comprehensive Coverage, we will pay for “loss” to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property or that of a family member; and
- b. Are in a covered “auto” at the time of “loss”.

The most we will pay for “loss” in **2.** above is \$250.

3. If “loss” occurs solely to the electronic equipment that reproduces, receives or transmits audio, visual or data signals or accessories used with this equipment, then for each covered “auto” our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible. There is no Physical Damage Coverage deductible applies to **2.** above.
4. If Audio, Visual and Data Electronic Equipment Coverage CA 99 60 is attached to this policy, then the Audio and Data Electronic Equipment Coverage described above does not apply.

RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of a covered “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period 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. \$50 per day.
4. If “loss” results from the total theft of a covered “auto” of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE** Coverage Extension.
5. If the Rental Reimbursement Coverage form CA 99 23 is attached to this policy, then the Rental Reimbursement Coverage described above does not apply.

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

The requirement in **Loss Conditions, 2.a. Duties in the Event Of Accident, Claim, Suit Or Loss** of **SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an “accident” applies only when the “accident” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a joint venture or limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

BLANKET WAIVER OF SUBROGATION

Under **SECTION IV – BUSINESS AUTO CONDITIONS A.5.**, the provisions is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such

“bodily injury” or “property damage” under an “insured contract”.

UNINTENTIONAL ERRORS OR OMISSIONS

Under **SECTION IV – BUSINESS AUTO CONDITIONS B.2. Concealment, Misrepresentation Or Fraud**, the provision is amended by the addition of the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

DEDUCTIBLE – ADDITIONAL DEDUCTIBLE PROVISION

Under Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

1. When any occurrence results in a “loss” under more than one policy or coverage form issued by us, only one deductible shall apply to all damages arising from such an occurrence. Only the largest deductible of the applicable Coverage form(s) will apply to such “loss”.
2. Whenever a covered tractor and trailer are each damaged in the same “loss” while operating as a combined tractor and trailer unit, only one deductible shall apply to the accident. The larger of the two deductibles shall apply.
3. In no event will the deductible amount ever be greater than the amount that would have applied without this provision.

LEASE AND LOAN GAP COVERAGE

If an “auto” is a covered “auto” for the Physical Damage Coverage applicable to a total “loss”, and the lessor is an additional insured or a loss payee under this Coverage Part, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the “loss”,
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

You are responsible for the deductible applicable to the “loss” for the covered “auto”.

WEARING APPAREL

We will pay up to \$250 for loss to wearing, owned by you; or an “insured”; and contained in a covered “auto” if:

1. “Collision” coverage applies to the covered “auto” and the loss is caused by “Collision”;
2. “Comprehensive” coverage applies to the covered “auto” and the loss is caused by:
 - a. Fire, lightning, flood or the total theft of the covered “auto”; or
 - b. Theft, if there is evidence of forceful entry into the covered “auto”.

We will not pay for professional wardrobes, nonprescription eyewear or jewelry. We will pay for prescription eyewear but limited to the lenses and frames only.

Our insurance will be considered primary. We will replace the covered property without deduction for depreciation.

TOWING COVERAGE

Under Paragraph **A.2., Towing** of **SECTION III- PHYSICAL DAMAGE COVERAGE** is amended as follows:

We will pay up to a maximum of \$100 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement.

If a limit is shown in the Declarations for towing and labor cost, then the Towing Coverage described above does not apply.

REPLACEMENT COST OF A PRIVATE PASSENGER VEHICLE

Under Paragraph **Limit Of Insurance, C. of SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph 1. is amended as follows:

1. The most we will pay for “loss” in 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"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, unless

We deem the covered "auto" to be a total loss within 180 days of your purchase of the automobile new, and it has not been previously titled. At our option we may:

- a. Replace the covered "auto" with a new auto of like make, model and year; or
- b. Pay you an amount equal to the cost of the covered "auto" new, including taxes. This coverage does not apply to a leased auto.

BROADENED LOSS OF USE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, Item 4., Paragraph b. is amended as follows:

However, the most we will pay for any expenses for loss of use is \$40 per day, to a maximum of \$600.

BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT

Under **SECTION II – LIABILITY COVERAGE A.1. Who Is An Insured**, the following are added as additional insureds to this policy:

- 1. Any person(s), organization(s) or governmental entity with respect to the operation, maintenance or use of a covered "auto" will also be an additional insured on your policy. The does not apply when such a contract or agreement:

- a. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- b. The contract is executed after the date of loss;

Provision b. above does not apply if the terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss" and you can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - **SECTION V – DEFINITIONS** is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2024

Agenda Date: 8/13/2025

Agenda #: 2.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Pamela Coleman, GCCARD Director

RE: Approval of a request by Genesee County's Community Action Resource Department to liquidate a Head Start modular unit

BOARD ACTION REQUESTED:

The Genesee County Community Action Resource Department (GCCARD) requests authorization from this committee to dispose of or liquidate a Head Start modular unit currently housed at 8483 W. Silver Lake Rd., Linden MI, 48451, with a recommendation of approval by the full Genesee County Board of Commissioners at their next regularly scheduled meeting.

BACKGROUND:

The modular unit, acquired in 2002 from the Genesee Intermediate School District, was intended to be utilized as alternative classroom space in the event of a loss of facilities within the Linden School District or an expansion of Early Head Start center-based services. No such need has arisen, and the unit has exceeded its "useful life" of 15 years. GCCARD is seeking to dispose of the unit or transfer the equipment to the school district if requested.

DISCUSSION:

GCCARD would like to request permission from the Department of Health and Human Services Administration for Children and Families to dispose of or liquidate this property in accordance with 45 CFR 75.320 (e) and 45 CFR 75.308(c)(1)(xi) per ACF-IM-HS-20-02.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

There will be no impact on budget. **No General Funds are being requested.**

IMPACT ON FACILITIES:

There will be no impact on facilities.

IMPACT ON TECHNOLOGY:

There will be no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

This memorandum conforms to Genesee County's priority of Long-Term Financial Stability, refocusing resources from the maintenance of underutilized equipment to better suit current program needs and reducing liability by consolidating inventory purchased with federal funds.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Community Action Resource Department (GCCARD) to authorize the disposal or liquidation of a Head Start modular unit currently housed at 8483 W. Silver Lake Rd., Linden, MI 48451, pending additional approval from the Department of Health and Human Services Administration for Children and Families, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 31, 2025 meeting of the Public Works Committee of this Board).



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2073

Agenda Date: 8/13/2025

Agenda #: 3.

To: Board of County Commissioners

From: Michael Dawisha, CIO

RE: Approval of Change Order for Sentinel Door Access and Video Security Project

BOARD ACTION REQUESTED:

Approval of Change Order for Sentinel for Door Access and Video Security Project.

BACKGROUND:

Resolution 2024-302 was approved on 4/24/2024 for the Door Access and Video Monitoring system from Sentinel Technologies. This change order is related to this project.

DISCUSSION:

The Change Order includes necessary cabling upgrades on the first floor of McCree as part of the Access project. The existing cabling is outdated and not properly grounded, posing both functional and safety concerns. In addition to the cabling replacement, electrical work is required to support the new infrastructure. Once the updates are complete, the system will be capable of reading encrypted badges, enhancing both security and system performance.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources

IMPACT ON BUDGET:

Total for Sentinel \$33,609.87 (\$36,464.00 minus Sentinel CR Memo of \$3,037.13). Change order will be paid out of 4700-640.02-899.000.

IMPACT ON FACILITIES:

Some coordination with Facilities and Operations as well as building occupants will be required for physical door and camera installation.

IMPACT ON TECHNOLOGY:

Reviewed by IT.

CONFORMITY TO COUNTY PRIORITIES:

Consolidation and uniformity combined with ease of administrative overhead contributes to the Long-Term Financial Stability of Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Information Officer to authorize change orders to Sentinel Technologies for the updating/purchase of the video monitoring cameras and door access systems for two Genesee County buildings (McCree & Circuit Court buildings), the corresponding installations of that hardware, and licenses, said purchase order(s) for the change order(s) to be in a total amount not to exceed \$33,609.87 to be paid out of account 4700-640.02-899.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the August 13, 2025 meeting of the Public Works Committee of this Board).



Sentinel Technologies, Inc.
2550 Warrenville Road
Downers Grove, IL 60515
United States

Change Order

Customer Account	Genesee County	CO Number	1376
Project Name	Genesee County-Security Camera and Key Card RFP	CO Date	06/11/2025
Sales Order	SO5111	Customer PO	
Total Cost of Project Change (Plus tax and shipping when applicable)			\$36,647.00

Change Order Description
Change order for the cabling required on the 1st floor of McCree for the Access Control project. Current cabling is out of date and not grounded. This change order is to complete new cabling for all the doors on the 1st floor of McCree
Additional Labor
• Complete 18 Gauge 2 Pair Plenum Cable (70 Doors) • Cable installation (70 Doors) • Sentinel Project Management

Additional Parts

Description	Qty	Unit Price	Total Price
Materials - Subcontractor	1	\$12,600.00	\$12,600.00
Total			\$12,600.00

Labor Change

Item	Qty	Rate	Total
Subcontractor Services - Fixed	1.0	\$21,000.00	\$21,000.00
Professional Services - Fixed Price	1.0	\$3,047.00	\$3,047.00
Total			\$24,047.00

Signature

Customer	Date
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Sentinel	Date
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Note: *This is not an invoice or credit memo. This is a listing of changes that will be applied to the project specified above.*