CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. 16-037
Clerk Tracking No. 16-00114

Project Name: Utilities Repair and Maintenance Contract Library

THIS AGREEMENT (the "Agreement") is made and entered into this 17th day of August 2016, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Haskins, Inc., a Florida Profit Corporation, located at: 10956 Enterprise Avenue; Bonita Springs, Florida 34135 (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an (RFP) Request for Proposal No. 16-037 for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by the CONTRACTOR are generally described as Utilities Repair and Maintenance Contract Library and may be more fully described in the Scope of Services, attached as EXHIBIT A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and
administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

**ARTICLE TWO**

**CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions
to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

(a) The scope of services to be provided and performed by the CONTRACTOR;

(b) The time the CONTRACTOR is obligated to commence and complete all such services; or

(c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE

TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Projects assigned to this Library and shall be performed through September 30, 2019 with the option of two (2) additional one (1) year renewals upon mutual consent of the CITY and CONTRACTOR. Project Close-out shall be performed for each designated project within 30-days of its agreed upon completion date. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.
3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR’s sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY’s satisfaction that the CONTRACTOR’s performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice-to-Proceed from the CITY for all or any designated portion of the Projects assigned to this Library and must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed if indicated within each Project’s Notice-to-Proceed.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check one)

_____ has been recorded in the public records of the County

XXX prior to commencement of any work order request greater than $100,000.00, will be recorded in the public records of the County, or

_____ is waived

_____ is not applicable to this Agreement.

ARTICLE FOUR
COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed $200,000.00 per project and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as EXHIBIT B and made a part of this Agreement.

ARTICLE FIVE
MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.
5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015, Email:PublicRecordsRequests@naplesgov.com; Address: 735 8th Street S.; Naples, Florida 34102. Mailing address: same as street address.

5.3 The CONTRACTOR shall:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE SIX
INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN
INSURANCE
7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as EXHIBIT C and made a part of this Agreement.

ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE
WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN
TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the
fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN
CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE
MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South, Naples, Florida 34102-3796
Attention: A. William Moss, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Haskins, Inc.
10956 Enterprise Avenue; Bonita Springs, Florida 34135
Attention: Ryan MacPhee, Treasure
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.
14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as EXHIBIT D.

14.8. To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9. Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

**ARTICLE FIFTEEN**

**APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

By: Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt, City Attorney

CONTRACTOR:

Haskins, Inc.
10956 Enterprise Avenue
Bonita Springs, Florida 34135
Attention: Ryan MacPhee, Treasurer

By: ____________________________

Printed Name: Ryan MacPhee
Title: Treasurer

FEI/EIN Number: On File
A Florida Profit Corporation (FL)

(CORPORATE SEAL)
EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Exhibit A which is attached and made a part of this Agreement and those set out in the Bid, any Issued Addendum(s) and Vendor’s Submittal of (RFP) Request for Proposal No.16-037, titled Utilities Repair and Maintenance Contract Library herein referenced and made a part of this Agreement.

PROJECT REQUIREMENTS AND SPECIFICATIONS

I. INTRODUCTION
The City of Naples desires to enter into a contractual relationship with vendors capable of providing general underground utilities maintenance, capable of undertaking and completing utility/drainage/street projects of a defined scope and capable of providing a combination of manpower, equipment and materials to perform non-emergency and emergency repairs and new systems for the City of Naples’ water distribution, reclaimed water, sanitary sewer and stormwater systems, including some limited above ground facilities. It is the City’s intent to award to multiple vendors and to designate vendors in terms of primary service providers and standby service providers. The general routine maintenance work, capital improvement work and/or emergency repair work will be included under one or more of the areas of work described in Section III below.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this RFP will be annual contracts that will be utilized only in the event that specified projects under $200,000 consisting of new projects, repair, replacement, and maintenance tasks are issued. As such, no compensation will accrue to the CONTRACTOR unless and until the contract is utilized in anticipation of a requested project. Potential CONTRACTORS are solely responsible for their own costs of developing the proposal associated with this RFP.

II. BACKGROUND
The City of Naples’s 5-year Capital Improvement Plan (CIP) and operating budgets includes appropriated funds for the on-going maintenance and repair of the underground utilities systems owned and operated by the City of Naples. The planning approach is formulated in part on the concept of strategic pre-positioning of resources necessary for timely and coordinated efforts for repair and maintenance operations. A copy of the CIP is available at www.naplesgov.com/finance.

III. SCOPE
It is imperative that the City of Naples be prepared for all necessary repair and maintenance services associated with underground utilities and surface drainage in order to maintain an adequate and expected level of service for the residents of the City of Naples.

The City of Naples seeks to establish contractual arrangements with qualified Contractor(s), on an as needed basis, for a three-year period, with the City’s option to renew for two additional one-year periods, to provide underground utilities repair and maintenance services for the City of Naples’ Water Distribution, Reclalm Water, Sanitary Storm and Sewer systems, and above ground utility maintenance in full compliance with regulatory agency requirements and consistent with current City of Naples Standards, Occupational Safety and Health Administration (OSHA) regulations, American Water Works Association (AWWA), the Florida Administrative (F.A.C.) Code and the Florida Department of Transportation (FDOT) Construction Standards.
Those services would include:

- Main line and Service line repairs associated with all utilities systems (water, sewer, reclaim water, and stormwater) with pipe sizes ranging from one (1) inch to seventy-two (72) inches.
- Stormwater system repairs consisting of underdrain replacements, catch basin box repairs/replacements, check valve installation and maintenance, outfall pipe maintenance and cleaning, drain pipe extensions/replacements, weir upgrades and repair (within City lakes), swale and ditch enhancements (grading), new line installations, and etc.
- Sewer collection system repairs consisting of force main replacements and repairs, gravity main repairs and replacements (depths up to 15'), manhole installations, lateral installations, clean-out installations, valve repairs and replacements, line-stop installations, and etc.
- Reclaim water system repairs, replacements, and maintenance consisting of service and main line repairs, valve repairs, new line extensions, service line installations, and etc.
- Water distribution system repairs, replacements, and maintenance consisting of service and main line repairs, valve repairs, valve installations, new line extensions, service line installations, line-stop installations, backflow assembly installations, large meter installations, and etc.
- Lift station maintenance, repairs, replacements, and upgrades consisting of pipe replacements, wet well repairs, bypass pumping, and etc.
- Dewatering capabilities in order to accommodate excavation operations within low lying areas that are impacted by groundwater and tidal activities.
- Managing and operating the Maintenance of Traffic (MOTs) associated with repairs on City, County, and State roadways and right-of-ways within the City.
- Site restoration activities associated with any projects or excavation activities requiring sod installation, irrigation system repairs, landscape installation/ replacement, road repairs (per FDOT Construction Standards), asphalt patching, concrete work (driveways and sidewalks), brick paver repairs, grading, and etc.
- New utility projects.
- As directed, perform other underground repair and maintenance activities as necessary.

Contractors need not be qualified for all of the requested services in this proposal. However, for those specific services identified, contractors must be qualified and have sufficient resources necessary to perform all aspects related to the area of expertise of this RFP including the ability to manage a major workforce including possibly multiple sub-contractors and cover the expenses associated with the operations prior to the initial payment and between subsequent payments, as well as providing the necessary bonding and insurance coverage.

Contractor experience with and knowledge of OSHA, AWWA, F.A.C., FDEP, and FDOT regulations and Industry and City of Naples Construction Standards and Procedures will be vital to the City of Naples’s successful repair, replacement, and maintenance efforts. Each contractor should have specific knowledge and compliance with Traffic Management, Trench Safety, and Confined Space. A detailed scope of services will be negotiated with the successful proposer(s).

It is the City’s intent that liquidated damages may be established based on the project. By submitting a bid response, the contractor is acknowledging that the City reserves the right to establish liquidated damages criteria on work order requests. The City will also reserve the right to terminate agreements if a Contractor consistently fails to submit a response to work orders.

END OF EXHIBIT A
EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis per project as indicated below in Exhibit B which is attached and made a part of this Agreement.

As part of this Agreement, Projects over $100,000.00 may be subject to withholding of Retainage in the amount of (10%) ten percent and said Project's future payments.

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<th>LABOR</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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OTHER LABOR LISTED HERE:
1)                                                                 |
2)                                                                 |
3)                                                                 |
4)                                                                 |

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<tr>
<th>EQUIPMENT [Or Similar Type]</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
<th>IF SIMILAR, PLEASE SPECIFY TYPE</th>
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<td>Hi-Intensity Lighting</td>
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<td>250.00</td>
<td></td>
</tr>
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</table>

OTHER EQUIPMENT LISTED HERE:
1) Volvo L90 Loader          | 125.00      | 1000.00    |                                |
2) Komastu 400 Excavator     | 200.00      | 1600.00    |                                |
3) CAT D6 Dozer              | 100.00      | 800.00     |                                |
4) Cat Motor Grader          | 135.00      | 1080.00    |                                |

CONTRACTOR MARK-UP ON SUPPLIES AND MATERIALS %: RATE (%) 15 %
EXHIBIT B

BASIS OF COMPENSATION (cont'd)

The CITY will have the ability to negotiate a work order's final price as stated in the below excerpt from the (RFP) Request for Proposal, Tab-3 specification and as outlined in Exhibit B which is attached and made a part of this Agreement.

RFP Specification: TAB 3  Compensation Schedule
Provide a pricing proposal to cover any and all underground construction services described herein on a time and material basis. The proposal will be required to provide a detailed Hourly Rate Schedule which shall include labor rates (and classifications), equipment rates, material, sub consultant mark-up, and unit pricing. The proposed fees shall include all overhead and expenses. Include a statement that, to the best of the proposer's knowledge and experience, all proposed costs are reasonable and customary. These work orders shall have the ability to be negotiated based on lump sum and unit price costs and be approved by the City Manager or designee contingent upon the user department obtaining competitive quotes from one or any number of the awarded contractors. The schedule to complete negotiated/ quoted work and the penalty for not completing the work within the schedule will be stated in the quote request sent to the contractor(s) and will become a condition of the contract amended for the work. Billing for negotiated/quoted tasks will be based on the lump sum or unit pricing schedule provided by the contractor.

END OF EXHIBIT B
EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner’s improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best’s Rating of no less than B+VII, satisfactory to the Owner, and duly authorized to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen’s Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen’s Compensation Insurance for all of the latter’s employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor’s insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen’s Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen’s Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including “non-owned and hired” coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than $1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. “These coverage’s are primary to all other coverage’s the City possesses for this contract only.” The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C— ]
EXHIBIT C  RFP ITEM-IV:  ADDITIONAL INSURANCE REQUIREMENTS

IV.  INSURANCE
Before performing any contract work, a CONTRACTOR shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City of Naples (see EXHIBIT B) and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A- Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the Risk Manager.

1.  WORKERS' COMPENSATION: CONTRACTOR will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this contract, as required under Florida Laws, Chapter 440, including, if applicable, coverage for the Jones Act and Longshoremen and Harbormasters Exposures, AND Employer's Liability with limits of not less than $100,000 per employee per accident, $500,000 disease aggregate, and $100,000 per employee per disease. In the event the CONTRACTOR sublets any part or parts of its contract work to a sub-contractor(s), all of the employees of the CONTRACTOR and sub-contractors engaged on contract work shall be deemed to be employed in one and the same business and the CONTRACTOR shall be liable for, and shall secure, Workers’ Compensation coverage for all such employees, except for employees of a sub-contractor who has secured its own Workers’ Compensation coverage. The CONTRACTOR must require all sub-contractors to provide evidence of Workers’ Compensation insurance or the “Purged Notice of Election to be Exempt.” In the event the CONTRACTOR has “leased” employees, the CONTRACTOR or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy and the CONTRACTOR must be named insured. All documentation must be provided to the City of Naples’ Risk Manager.

2.  COMMERCIAL GENERAL LIABILITY: Including but not limited to bodily injury, property damage, contractual, products and completed operations, XCU, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this contract.

3.  AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this contract (limits may be satisfied by combining an UMBRELLA form and AUTOMOBILE form for a combined total limit of $5,000,000).

4.  UMBRELLA LIABILITY: With limits of not less than $5,000,000 per occurrence covering all work performed under this contract.

5.  HAZARDOUS MATERIALS INSURANCE: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

   a.  CONTRACTORS POLLUTION LIABILITY – For sudden and gradual occurrences and in an amount no less than $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.
b. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this contract.

c. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than $3,000,000 per claim and $3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $6,000,000 per claim and $6,000,000 in the aggregate.

d. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $1,000,000 annual aggregate and provide a valid EPA identification number.

e. **CERTIFICATES OF INSURANCE** – Shall clearly state the hazardous material exposure work being performed under the contract.

END OF EXHIBIT C
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Brown & Brown of FL, Inc. - Fort Myers
6611 Orion Dr.
Suite 201
Fort Myers FL 33912

**INSURED**
Haskins, Inc.
H & K Equipment Sales & Rentals, Inc.
10956 Enterprise Ave.
Bonita Springs FL 34135

**CONTACT NAME**
Stephanie Wilkinson

**PHONE**
239-274-1430

**FAX**
239-274-6306

**EMAIL**
swilkinson@bbfmyers.com

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8/1/2016

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**COVERAGE**

**CERTIFICATE NUMBER:** 485004032

**REVISED NUMBER:**

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**INSECT**

**TYPE OF INSURANCE**

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<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>INJURY</th>
<th>OCCUR</th>
<th>POLICY NUMBER</th>
<th>START DATE</th>
<th>END DATE</th>
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<td>7/1/2016</td>
<td>7/1/2017</td>
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<tr>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>001WC16A54191</td>
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<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH)</td>
<td></td>
<td>NIA</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- Project: Utilities Repair and Maintenance Contract Library, Bid/Proposal No. 16-037
- The General Liability, The City of Naples shall be an additional insured including completed operations per the attached endorsements. The coverages are primary to all other coverages. The City possesses for this contract only. The General Liability and Workers Compensation have Waivers of Subrogation in favor of The City of Naples. Umbrella follows form.

**CERTIFICATE HOLDER**

The City of Naples
735 Eighth Street South
Naples FL 34102

**CANCELLATION**

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**

[Signature]

© 1988-2014 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

<table>
<thead>
<tr>
<th>SCHEDULE (OPTIONAL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Additional Insured Persons or Organizations</td>
</tr>
<tr>
<td>(As required by written contract or agreement per Paragraph A. below.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Locations of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(As per the written contract or agreement, provided the location is within the “coverage territory”.)</td>
</tr>
</tbody>
</table>

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

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or

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

3. Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.
However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

3. Will not be broader than that which is afforded to you under this policy; and

4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

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

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

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

E. Section IV – Commercial General Liability Conditions is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.
We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.
THIRD ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended “Property Damage”

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

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

2. Non-owned Watercraft

   Exclusion 2.g. (2) (a) is replaced with the following:

   (a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

   The following is added to Exclusion 2.j. (4):

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

4. Limited Electronic Data Liability

   Exclusion 2.p. is replaced with 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.

   The most we will pay under Coverage A for “property damage” because of all loss of “electronic data” arising out of any one “occurrence” is $10,000.
We have no duty to investigate or defend claims or “suits” covered by this Limited Electronic Data Liability coverage.

The following definition is added to SECTION V – DEFINITIONS of the Coverage Form:

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

For purposes of this Limited Electronic Data Liability coverage, the definition of “Property Damage” in SECTION V – DEFINITIONS of the Coverage Form is replaced by the following:

17. “Property damage” means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it;

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.

For purposes of this insurance, “electronic data” is not tangible property.

SECTION I – COVERAGE, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGE, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for “property damage” caused by an “occurrence”, to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

“Property Damage” to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
d. Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. “Your product” arising out of it or any part of it; or

h. “Your work” arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one “occurrence” until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an “occurrence”, to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

d. Property caused by or arising out of the "products-completed operations hazard";
e. Motor vehicles;

f. "Your product" arising out of it or any part of it; or

g. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

**COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE**

1. Insuring Agreement

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

   a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

      (1) You determine that the "product withdrawal" is necessary; or

      (2) An authorized government entity has ordered you to conduct a "product withdrawal".

   c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

   d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

      (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

      (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

   (a) An error in manufacturing, design, processing or transportation of "your product"; or

   (b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

   (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
(a) How, when and where the "defect" was discovered;
(b) The names and addresses of any injured persons and witnesses; and
(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
(b) Send us written notice of the "product withdrawal" as soon as practicable; and
(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
(b) Authorize us to obtain records and other information; and
(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;
(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
(4) Costs of computer time;
(5) Costs of hiring independent contractors and other temporary employees;
(6) Costs of transportation, shipping or packaging;
(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or recdesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

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

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

   (1) In the preparation of estimates or job costs;

   (2) Where cost estimates are exceeded;

   (3) In the preparation of estimates of profit or return on capital;

   (4) In advising or failure to advise on financing of the work or project; or

   (5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.
d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.
n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

   a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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

5. Cost Factor

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

   Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGE A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGE A, B, D, E, and G.

1. Cost of Bail Bonds

   Paragraph 1.b. is replaced with the following:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

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

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:  

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.  
    If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and
(5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

(b) Any express warranty unauthorized by you;
(c) Any physical or chemical change in “your product” made intentionally by the vendor;

(d) 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;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

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

(h) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

   i. The exceptions contained in Subparagraphs d. or f.; or

   ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

   d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

   2. The General Aggregate Limit is the most we will pay for the sum of:

      a. Medical expenses under Coverage C;

      b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;

      c. Damages under Coverage B;

      d. Voluntary “property damage” payments under Coverage D; and

      e. Care, Custody or Control damages under Coverage E.
2. **Paragraph 5. is replaced with the following:**

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   
   a. Damages under Coverage A;
   
   b. Medical expenses under Coverage C;
   
   c. Voluntary “property damage” payments under Coverage D;
   
   d. Care, Custody or Control damages under Coverage E;
   
   e. Limited Product Withdrawal Expense under Coverage F; and
   
   f. Contractors Errors and Omissions under Coverage G.

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

3. **Paragraph 6. is replaced with the following:**

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

   The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. **Paragraph 7. is replaced with the following:**

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

5. **Paragraph 8. is added as follows:**

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one “occurrence” is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. **Paragraph 9. is added as follows:**

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for “property damage” arising out of any one “occurrence” is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. **Paragraph 10. is added as follows:**

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for “product withdrawal expenses” in any one-policy period, regardless of the number of insureds, “product withdrawals” initiated or number of “your products” withdrawn is $10,000.
8. **Paragraph 11. is added as follows:**

   11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and
       Omissions for damage in any one-policy period, regardless of the number of insureds, claims or “suits”
       brought, or persons or organizations making claim or bringing “suits” is $10,000.

       For errors in contract or job specifications or in recommendations of products or materials to be used, this
       policy will not pay for additional costs of products and materials to be used that would not have been
       incurred had the correct recommendations or specifications been made.

9. **Paragraph 12. is added as follows:**

   12. The General Aggregate Limit applies separately to:

       a. Each of your projects away from premises owned by or rented to you; or

       b. Each “location” owned by or rented to you.

       “Location” as used in this paragraph 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.

10. **Paragraph 13. is added as follows:**

    13. With respect to the insurance afforded to any additional insured provided coverage under this
        endorsement:

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

        a. Required by the contract or agreement; or

        b. Available under the applicable Limits of Insurance shown in the Declarations;

        whichever is less.

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

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

1. **Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with 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. This requirement applies only when the “occurrence” or offense is known to the
      following:

      (1) An individual who is the sole owner;

      (2) A partner, if you are a partnership or joint venture;

      (3) An “executive officer” or insurance manager, if you are a corporation;

      (4) A manager, if you are a limited liability company;
(5) A person or organization having proper temporary custody of your property if you die;

(6) The legal representative of you if you die; or

(7) A person (other than an "employee") or an organization while acting as your real estate manager.

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.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b. applies only when the "occurrence" or offense is known to the following:

(1) An individual who is the sole owner;

(2) A partner or insurance manager, if you are a partnership or joint venture;

(3) An "executive officer" or insurance manager, if you are a corporation;

(4) A manager or insurance manager, if you are a limited liability company;

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

(6) A person or organization having proper temporary custody of your property if you die;

(7) The legal representative of you if you die; or

(8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for
which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the
time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However,
you shall give written notice of this "occurrence" to us as soon as you become aware that this
"occurrence" may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.
Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. **The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

   However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or “your work” included in the “products-completed operations hazard” under the following conditions:

   a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;

   b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and

   c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. **Paragraph 10. is added as follows:**

   10. Liberalization

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS – PRIMARY/NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to SECTION IV – Commercial General Liability Conditions, Paragraph 4, entitled “Other insurance”, subsection b. entitled “Excess Insurance”, paragraph (1):

This insurance is excess over:

(v) Any other insurance naming an additional insured as an insured on a primary basis, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary and noncontributing. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury."
EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the Treasurer of the Haskins, Inc., company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours’ notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 22nd day of July, 2016.

By: ___________________________
Ryan MacPhee, Treasurer