



PUBLIC BUILDING COMMISSION OF CHICAGO

Job Order Contracting (JOC) Services

PS3093Q - TIER 2

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

Mayor Brandon Johnson
Chairman

Ray Giderof
Executive Director

CONTACT INFORMATION

FIRM NAME:	CREA Construction, Inc.
CONTACT NAME:	Rea Johnson
CONTACT TELEPHONE:	312-371-3827
CONTACT EMAIL:	info@creagc.com
ADDRESS:	161 N. Clark Suite 1600 Chicago, IL 60601

Any Contract entered into as a result of this RFP process is governed by: Book1 "Project Information and Execution Documents," Book 2 "Standard Terms and Conditions for Construction Contracts", Book 3 "The Construction Task Catalog®", Book 4 "Technical Specifications" and the Drawings.

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Book 2* – PBC Standard Terms and Conditions for Construction Contracts

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Book 4* – Volumes 1 through 5 - Technical Specifications

*Available on PBC website at <https://www.pbcchicago.com/doing-business/contract-search/>

JOB ORDER CONTRACTING SERVICES - PS3093Q

Tier 2 - For Projects Between \$300,000.01 and \$1,000,000.00

THIS AGREEMENT effective as of **January 14, 2025**, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and **CREA Construction, Inc.** with offices at **161 N. Clark, Suite 1600, Chicago, Illinois 60601** ("Contractor").

RECITALS

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois that has undertaken the enhancement and improvement of educational, safety, and recreational facilities on behalf of various governmental agencies including, but not limited to, the City of Chicago, Cook County, Chicago Public Library, Chicago Public Schools, Chicago Park District, City Colleges of Chicago, Metropolitan Water Reclamation District of Greater Chicago (referred to individually or collectively, as the case may be, in this Agreement as the "User Agency"); and

WHEREAS, on November 5, 2024, the Commission issued a Request for Proposal (RFP) for Job Order Contracting Services (the "Services") from general contractors to perform construction work through the Commission's Job Order Contracting Program for various construction, renovation and/or improvement projects (referred to herein, collectively or individually as the case may be, as a "Project" or "Projects") undertaken by the Commission from time to time on behalf of various User Agencies; and

WHEREAS, the Contractor has submitted a response to the RFP which provided certain pricing parameters and other relevant criteria and further represented to the Commission that it possessed the requisite knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

WHEREAS, in reliance upon the Contractor's representations and submittals in response to the RFP, the Commission has selected the Contractor to perform the Services on the terms and conditions set forth in this Agreement which includes the Recitals hereby incorporated into the Agreement by reference, Job Order Contract Overview, Project Summary, Description of Job Order Contract Work, Book 1, Book 2, Book 3, and Book 4 as modified from time to time by Amendment or Job Order; and

NOW THEREFORE, the Commission and the Contractor have executed this Agreement on the terms and conditions that follow:

JOB ORDER CONTRACT OVERVIEW

A Job Order Contract is an indefinite quantity contract whereby the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the PBC and/or its User Agencies. The Contract Documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

The Commission may, but is not obligated to, issue Job Orders within the scope of this Agreement. If the Commission does so, and the Contractor submits Job Order Proposals or any written documentation that is accepted by the Commission, the rendering of Services will be in accordance with this Agreement. The Commission is not obligated to issue any Job Orders nor to issue any Requests for Job Order Proposals under this Agreement.

The Contractor has three (3) sets of Adjustment Factors to be applied to the Unit Prices contained in the CTC that correspond to the appropriate Tier. Each set of Adjustment Factors includes an Adjustment Factor for performing work during Normal Working Hours, an Adjustment Factor for performing work during Other Than Normal Working Hours, and an Adjustment Factor for performing work that has not been pre-priced ("Non-Pre-Priced Tasks"). The Adjustment Factors shall apply to every Pre-priced Task in the CTC.

Thereafter, as projects are identified the Contractor will jointly scope the work with the Commission. The Commission will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and their MBE/WBE status, current certification letters, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued. A Job Order will reference the detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Commission has awarded contracts to General Contractors based on the following three (3) Tiers listed below.

Tier 1 – For Projects Greater than \$1,000,000.01

Tier 2 - For Projects between \$300,000.01 and \$1,000,000.00

Tier 3 - For Projects Equal to or Less than \$300,000.00

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PROJECT SUMMARY

CONTRACT TERM

The Base Term of is four (4) years. There are two (2) Option Terms. The duration of each Option Term is one year. The Commission and the Contractor may agree to extend the term of an Option Term.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

BASIS OF AWARD

Contracts were awarded to those firms offering the best value to the PBC in terms of technical qualifications and price. The PBC reserved the right to award to other than the lowest price submittals and other weighted factors in the best interest of the PBC.

CONTRACT VALUE

The Estimated Annual Value for each Contract is \$6,000,000.00. The Contractor may be issued Job Orders up to or exceeding the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive any specific volume of Job Orders. It is merely an estimate. The PBC has no obligation to issue to the Contractor any Job Orders.

CONTRACTOR LICENSE FEE

The PBC selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for the JOC Program. The Gordian JOC Solution includes Gordian's proprietary eGordian® and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the PBC. The Contractor shall be required to execute Gordian's JOC System License and Fee to obtain access to the Gordian JOC Solution.

RESERVATIONS

The Commission's approval of a contractor pursuant to this RFP does not mean that the Commission has approved the firm as qualified to perform a specific project. At the full discretion of the Commission, the Commission holds the following reservations and rights.

The right to:

- request any additional, relevant information determined to be necessary for the proper evaluation of a submission,
- review a firm's qualifications to perform a specific project at the time of the Job Order Request,
- reject a firm's proposal if the Commission determines that the firm is not qualified to perform the project,
- require project-specific MBE/WBE Participation Goals, EEO, and Community Hiring provisions;
- negotiate Proposed Adjustment Factors;
- request Job Order Proposals from all Tiers, a specific Tier, or a subset of each Tier; and,
- utilize Bid Safe in the issuance of Job Order

KEY INFORMATION

1) **User Agency:** Varies per Job Order

2) **Project is located in Ward:** Varies per Job Order

3) **Project Community Area Map:** For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated in the Job Order. Refer to sample "Exhibit I - Project Community Area Map".

4) MBE/WBE Contract Goals:

Program-Wide aggregate MBE/WBE Participation Goal are listed below:

- Tier 1 – 32% MBE/WBE
- Tier 2 – 16% MBE/WBE
- Tier 3 – 8% MBE/WBE

Contractor will be required to submit an MBE/WBE Participation Plan on all Job Orders, regardless of dollar value. Compliance goals will still be reviewed cumulatively. At the conclusion of the Term of this Agreement, all appropriate calculations for MBE, WBE, and EEO provisions will be made. The Commission expressly reserves the right to include project-specific MBE/WBE contract goal(s) to each Job Order based on scope, complexity, size, and location of project. Please refer to Book 2, Article 23. MBE/WBE Special Conditions for further details.

5) Online Collaboration and Documentation Management System Requirements

The Contractor shall use PBC's designated On-line Collaboration and Document Management system to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.

6) Liquidated Damages

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion of the Detailed Scope of Work within the Job Order Completion Time specified in the Job Order. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount according to the following schedule per day for each day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every day after the time stipulated in the Job Order for completing the Work.

JOB ORDER PRICE	LIQUIDATED DAMAGES PER DAY
Greater than \$1,000,000.00	\$1,500 / Day
\$300,000.01 to \$1,000,000.00	\$1,200 / Day
\$0 TO \$300,000.00	\$1,000 / Day

The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work on each Job Order and submission of the Contractor's final pay request. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

7) Prevailing Wage Rates

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit H. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of Labor.

8) EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS: Contractors will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates. Please Note: The EEO goals calculation are found on FORM J – AWARD CRITERIA FIGURE and are set for the PBC Job Order Program as follows:

	Minority Journey Workers	Minority Apprentices	Minority Laborers	Female Journey Workers	Female Apprentices	Female Laborers
Tier 1	50%	10%	50%	1%	1%	1%
Tier 2	50%	10%	50%	1%	1%	1%
Tier 3	50%	10%	50%	1%	1%	1%

9) LOCAL BUSINESS SUBCONTRACTING PARTICIPATION, CITY RESIDENCY AND COMMUNITY

HIRING: In order to ensure that local businesses provide subcontracting work to Contractors on Commission projects and that residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

a. Local Subcontracting Requirement

- i. Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.
- ii. Contractors that are not Local Businesses are required to award 35% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.
- iii. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District of Greater Chicago, "Local Business" shall be defined in the solicitation documents for that project.

b. Community Hiring Requirement. A percentage of the project labor must be performed by "Project Community Residents" and included on a "Project Community Area Map". The aggregate hours of Work to be performed by the Contractor and subcontractors under this Contract may be complied with through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. The PBC reserves the right to require Community Hiring on project-specific Job Order Proposals. Please refer to Book 2 for further details.

c. City of Chicago Residency Requirements. The Contractor agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents. Please refer to Book 2 for further details.

10) PAYMENT AND PERFORMANCE BOND: A payment and performance bond may be required for each Job Order. The Contractor will be reimbursed for the cost of the Payment and Performance Bond(s) according to the reimbursable work task in the Construction Task Catalog®.

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DESCRIPTION OF JOB ORDER CONTRACT WORK

The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for construction work and related services to be performed on locations and facilities under the jurisdiction of the PBC or its User Agencies.

General Contractors awarded contracts for PBC's Job Order Contracting program will be responsible for providing all required labor and materials, equipment, supervision and administration necessary to complete the Detailed Scope of Work ("Work") described in each Job Order. The Work will be supervised and administered on behalf of PBC by the PBC'S authorized representative and such staff personnel as shall be determined by PBC in accordance with procedures established by the Commission.

Specific work for assigned projects may include, but shall not be limited to, the following:

1. Documenting project scopes, as required
2. Procuring all materials, equipment, labor and vendor services
3. Providing general conditions work
4. Conducting Scope Review
5. Completing the punch list corrective work and turnover requirements
6. Submitting samples, shop drawings and reports
7. Submitting RFI's
8. Processing Pay Applications
9. Processing Closeouts within four (4) months
10. Coordinating Pest Management
11. Procuring all permits, licenses and approvals
12. Providing warranties, testing and operations manuals
13. Removing environmental contaminants
14. Providing insurance and performance and payment bond
15. Complying with all directives and policies of the Commission
16. Participating in periodic project coordination meetings
17. Meeting with the representatives of the Commission and the User, as required
18. Preparing and submitting timely reports concerning the progress of work
19. Complying with MBE/WBE, City Residency, EEO, Community Hiring and other requirements
20. Maximizing hiring opportunities for community members

Work will be performed in compliance with all applicable rules, codes and regulations; will consist of the specific obligations described in the Job Order for each project; and shall be performed in accordance with commonly known CSI Divisions identified below.

DIVISION 01 00 00	GENERAL REQUIREMENTS	DIVISION 16 00 00	ELECTRICAL
DIVISION 02 00 00	EXISTING CONDITIONS	DIVISION 21 00 00	FIRE SUPPRESSION
DIVISION 03 00 00	CONCRETE	DIVISION 22 00 00	PLUMBING
DIVISION 04 00 00	MASONRY	DIVISION 23 00 00	HEATING, VENTILATING, AND
DIVISION 05 00 00	METALS		AIRCONDITIONING (HVAC)
DIVISION 06 00 00	WOOD, PLASTICS AND COMPOSITES	DIVISION 25 00 00	INTEGRATED AUTOMATION
DIVISION 07 00 00	THERMAL AND MOISTURE PROTECTION	DIVISION 26 00 00	ELECTRICAL
DIVISION 08 00 00	OPENINGS	DIVISION 27 00 00	COMMUNICATIONS
DIVISION 09 00 00	FINISHES	DIVISION 28 00 00	ELECTRONIC SAFETY AND SECURITY
DIVISION 10 00 00	SPECIALTIES	DIVISION 31 00 00	EARTHWORK
DIVISION 11 00 00	EQUIPMENT	DIVISION 32 00 00	EXTERIOR IMPROVEMENTS
DIVISION 12 00 00	FURNISHINGS	DIVISION 33 00 00	UTILITIES
DIVISION 13 00 00	SPECIAL CONSTRUCTION	DIVISION 40 00 00	PROCESS INTEGRATION
DIVISION 14 00 00	CONVEYING EQUIPMENT		
DIVISION 15 00 00	MECHANICAL		

Care and diligence has been used in the preparation of this information and it is believed to be substantially correct. Respondents must fully examine the scope of services of each individual Job Order opportunity. The Commission and its representatives will not be responsible for any errors or omissions in this RFP, nor for the failure on the part of the Respondent(s) to familiarize themselves with the requirements of the Job Order.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. <u>1</u>			
Project Name:	CVS Remodel - Carol Stream, IL		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	CVS		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor self performing painting and carpentry			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 332,000
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 361,391
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:	NA		
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: Regular Permit		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	City of Chicago		
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Richard Smart		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Construction Manager		
Phone:	312-953-6322	Email Address:	Richard.Smart@CVSHealth.com
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	



CVS Remodel-Carol Stream, IL

PROJECT INVOLVED PAINTING THE ENTIRE STORE, ADA UPDATES, NEW FLOORING, MILLWORK INSTALLATION, RESTROOM UPGRADES, CEILING TILE REPLACEMENT, NEW DOORS/HARDWARE, NEW SIGNAGE/GRAPHICS, MISCELLANEOUS STEEL, SITE WORK ASPHALT/CONCRETE REPLACEMENT, NEW WINDOW TREATMENTS, NEW ROLLING SHUTTERS, MOVEMENT OF WALLS, PLUMBING AND ELECTRICAL UPGRADES.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. <u>2</u>			
Project Name:	Walgreens Remodel - 1213 W. 79th St. Chicago, IL 60620		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Walgreens		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor self performing painting and carpentry			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 1,493,069
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 1,493,069
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:	NA		
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: Regular Permit		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	City of Chicago		
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Steve Gish		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Construction Manager		
Phone:	715-441-4932	Email Address:	Steve.Gish@am.jll.com
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	



Walgreens Remodel-Chicago, IL

THIS STORE WAS FULLY GUTTED WHERE WE PERFORMED PAINTING, NEW FLOORING, MILLWORK INSTALLATION, ALL NEW FIXTURES/SHELVING, CEILING GRID/TILE REPLACEMENT, NEW DOORS/HARDWARE, NEW SIGNAGE/GRAPHICS, MISCELLANEOUS STEEL, TRENCHING FOR UNDERGROUND PLUMBING, NEW WINDOWS, REPLACEMENT OF ALL LIGHTING AND GRILLES/DIFFUSERS, NEW ROLLING SHUTTERS, NEW REFRIGERATION CASES, PLUMBING AND ELECTRICAL UPGRADES.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. <u>3</u>			
Project Name:	CPS JOC for two schools		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Chicago Public Schools		
Agency Type:	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor self performing painting and carpentry			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 769,905
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 769,905
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:	NA		
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
City/Town/Village, State:			
Permitting Body:			
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Gint Aukstuolis		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Construction Manager		
Phone:	708-341-4226	Email Address:	gaukstuolis@cps.edu
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	



CPS Remodel - 2 Schools

MULTIPLE PROJECTS INVOLVED UPDATES TO THEIR CLASSROOMS WHICH INCLUDED NEW FLOORING, MILLWORK INSTALLATION, MARKER/TACK BOARDS, DOORS/HARDWARE, WINDOW SHADE REPLACEMENT, CEILING GRID/TILE REPLACEMENT, MOVEMENT OF WALLS, TRENCHING FOR UNDERGROUND PLUMBING, PAINTING, NEW LIGHT FIXTURES, HVAC UPDATES AND ELECTRICAL UPGRADES.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 4			
Project Name:	McDonald's Remodels - 2 Stores		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	McDonald's		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor self performing painting and carpentry			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 1,100,000
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 1,100,000
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:	NA		
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: Regular Permit		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	City of Chicago		
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Richard Addington		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Construction Manager		
Phone:	(937) 214-1509	Email Address:	richarda@cdogroup.com
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	



McDonald's Remodel - 2 Stores

MULTIPLE PROJECTS INVOLVED UPDATES TO THEIR CHECKOUT COUNTER WHICH INCLUDED NEW PANELS, NEW FLOORING, MILLWORK INSTALLATION, CEILING GRID/TILE REPLACEMENT, NEW SIGNAGE/GRAPHICS, MOVEMENT OF WALLS, TRENCHING FOR UNDERGROUND PLUMBING, NEW PLUMBING FIXTURES, NEW LIGHT FIXTURES AND ELECTRICAL UPGRADES.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 5			
Project Name:	BMO Pulaski Remodel		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	BMO Harris Bank		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor self performing painting and carpentry			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 1,690,646
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 1,800,000
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:	NA		
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input checked="" type="checkbox"/> Other: Regular Permit		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	City of Chicago		
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Abigail Link		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Construction Manager		
Phone:	224-330-5725	Email Address:	Abigail.Link@bmo.com
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	



BMO Pulaski

THIS STORE WAS FULLY GUTTED WHERE WE PERFORMED PAINTING, NEW FLOORING, MILLWORK INSTALLATION, ALL NEW FIXTURES/SHELVING, CEILING GRID/TILE REPLACEMENT, NEW DOORS/HARDWARE, NEW SIGNAGE/GRAPHICS, MISCELLANEOUS STEEL, TRENCHING FOR UNDERGROUND PLUMBING, NEW WINDOWS, REPLACEMENT OF ALL LIGHTING AND GRILLES/DIFFUSERS, NEW ROLLING SHUTTERS, PLUMBING AND ELECTRICAL UPGRADES.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. 6			
Project Name:	Amtrak Restroom Remodel		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Amtrak		
Agency Type:	<input checked="" type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor self performing painting and carpentry			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 354,430
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 387,430
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:	NA		
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: Regular Permit		
City/Town/Village, State:			
Permitting Body:			
CLIENT REFERENCE FOR CONSTRUCTION			
<i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Michael Hennessy		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Construction Manager		
Phone:	312-805-7420	Email Address:	Michael.Hennessy.1@amtrak.com
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	



Amtrak Restroom Remodel

THE SCOPE INCLUDED PAINTING, REPLACEMENT OF ROLLING SECURITY GATES, NEW PORCELAIN FLOORING, TOILET ACCESSORIES, ADDITION OF NEW HVAC GRILLES/SUPPLIES, PLUMBING AND ELECTRICAL FIXTURES.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. <u>7</u>			
Project Name:	CHA JOC Remodel - 2442 S. Troy		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Chicago Housing Authority		
Agency Type:	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
General Contractor self performing painting and carpentry			
Has the project achieved final acceptance after January 1, 2021?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 397,060
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 397,060
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:	NA		
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	City of Chicago		
CLIENT REFERENCE FOR CONSTRUCTION <i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Andrew Rios		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Construction Manager		
Phone:	312.545.9611	Email Address:	ARios@thecha.org
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	



CHA JOC Remodel

MULTIPLE PROJECTS INVOLVED MAKING READY RESIDENTIAL APARTMENTS FOR RENTAL. TYPICAL SCOPE INCLUDED PAINTING THE ENTIRE UNITS, REPLACING DOORS & HARDWARE, REPLACING TRIM AND MILLWORK, NEW FLOORING, ADDITION OF NEW HVAC, PLUMBING AND ELECTRICAL FIXTURES. THIS PROJECT WAS CHALLENGING SINCE WE HAD TO CONVERT ALL GAS APPLIANCES TO ELECTRIC.

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input checked="" type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
Name:	Tracy Bell		
Title:	Project Manager		
Number of years with the firm:			17
Number of years with experience in this capacity:			17
Project Type: <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
Project:		All Projects Referenced Above	
Agency/Firm Name:			
Phone:			
Title:			
Email Address:			
REFERENCE #2			
Project:			
Agency/Firm Name:			
Phone:			
Title:			
Email Address:			
PLEASE ATTACH RESUME			

TRACY S. BELL, PMP
7027 S. Wabash Ave.
CHICAGO, IL 60637
(773) 224-2355

OBJECTIVE: *To Acquire a Position That Makes Use of My Project Management Skills*

EMPLOYMENT:

CREA Construction - (1/12/2008 – Present)

PROJECT MANAGER

Certifications: Project Management Professional

Designed a Project Management Methodology utilizing Project Management Institute skills and techniques for all phases of the project lifecycle (from Initiation to Close) for several projects. The methodology was designed to bring business value while creating synergy between CREA, its clients and subcontractors, building successful teams, delivering exceptional services/products and fully completing contracts/projects successfully.

Certifications:

- Project Management Professional
- Stormwater Compliance Certificate
- Turner Construction Management Certification
- OSHA 10 Hour Certificate

Rush University Medical Center - (8/3/98 – 12/1/2007)

SENIOR ANALYST-EPIC ADT/PRELUDE/CADENCE

Certifications:

- Project Management Professional
- Epic Cadence
- Epic ADT/Prelude
- Business Plan Writing

Major accomplishments:

- Building of the Epic Admission/Discharge/Transfer module for the 5/1/07 Go-Live
- Pre-visit Consolidation which centralized Registration
- Provided Innovative, Collaborative service that is Accountable and Respectful resulting in cooperative efforts between teams who provided excellent service.

Skills Summary:

- *Developed and implemented new functionality that greatly improved patient management
- *Developed training and workflow materials for the patient management user community
- *Led meetings for the patient management team
- *Strong analytical skills
- *Implemented solutions that met high-level organizational goals
- *Developed technical documentation
- *Strong verbal and written communication skills

WEB PAGE DESIGNER

Worked with a team of volunteers who designed and maintained the IS Department Website. I became part of this team after winning a web page design contest. We programmed with PHP scripting and HTML which uses MYSQL database over an Apache server.

The Arthur D. Griffin Learning Center - (9/1/04 -Present)

HEAD INSTRUCTOR - In conjunction with the Board, I ensured the learning center was an environment conducive to learning. This included consultation with instructors in the choice and update of the curricula and training material. I reviewed students' progress and made sure results were reported, recorded and maintained.

Newark Electronics - (7/1/96 -7/31/98)

OPERATIONS ANALYST - Responsible for the Operational Support of Production, Development and Test Computer Systems, Networks and related IT services, so that they provided non-stop service through periods of system change. Help Desk support was also a component of Newark Operational Support.

Tribune Information Systems - (8/27/90 - 7/1/96)

SENIOR SYSTEMS LIAISON - Provided assistance to client questions or needs by identifying, resolving and managing problems reported via the Help Desk; Analyzed and identified batch processing problems; Monitored and troubleshot problems with the network and associated communication links.

EDUCATION:

NATIONAL-LEWIS UNIVERSITY - (09/03 - 03/05) - BA in Management – GPA=4.0

THE COLLEGE OF AUTOMATION - (2/88 - 11/89) - ASSOCIATE DEGREE in Computer Science – GPA=3.78. Trained in FOCUS, COBOL, CICS, BAL, BASIC, RPG II/III, LOTUS 123, and JCL for DOS and MVS.

DEVRY SCHOOL OF TECHNOLOGY - (6/87 - 10/87) STUDY: COMPUTER INFORMATION SYSTEMS – GPA=3.97

JONES COMMERCIAL HIGH - (9/72-8/74)

SOFTWARE:

MS Project, MS Word, MS Excel, MS PowerPoint, PHP and HTML applications

REFERENCES AVAILABLE UPON REQUEST.

Project Management Institute

THIS IS TO CERTIFY THAT

Tracy S Bell

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)[®]

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Tony Appleby
Chair, Board of Directors



Sunil Prashara
President and Chief Executive Officer



PMP[®] Number: 1321976
PMP[®] Original Grant Date: 13 March 2010
PMP[®] Expiration Date: 12 March 2025



Turner Knowledge Network



36-003650249

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Tracy Bell

Cindy DePrater

(Trainer name - print or type)

12/13/11
(Course end date)

Turner Construction Company
Two PNC Plaza
620 Liberty Avenue, 27th Floor
Pittsburgh, PA 15222
phone: 412.255.5400
fax: 412.642.2940

TO: Participants of the Turner University OSHA 10-Hour Course

Congratulations on Completing Turner University's OSHA 10-Hour Course !

Enclosed is your OSHA 10-Hour card; please be sure to carry your card while working on all jobsites.

If you have any questions or comments, please contact Marlene Niznik at 412.255.5400 (ext. 587) or via email at mniznik@tcco.com.

Enclosure (OSHA 10-Hour Card)

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input checked="" type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
Name:	Sylvester Blue		
Title:	Senior Superintendent		
Number of years with the firm:			2
Number of years with experience in this capacity:			23
Project Type: <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
Project:		BMO Pulaski Remodel	
Agency/Firm Name:		BMO Harris Bank	Title: Senior Superintendent
Phone:		224-330-5725	Email Address: Abigail.Link@bmo.com
REFERENCE #2			
Project:			
Agency/Firm Name:			Title:
Phone:			Email Address:
PLEASE ATTACH RESUME			

Sylvester Blue Jr.

630 Belle Court
Phoenix, Illinois, 60426
Phone 773-980-0676
sblue713@yahoo.com

Qualifications

Self-starter, well rounded and organized professional with 30 years of residential and commercial construction supervisory experience; experience with private, government and not-for-profit organizations specializing in public housing and project management. Experienced traveling superintendent with excellent analytical and problem-solving skills; strong management, leadership and interpersonal skills with excellent presentation and speaking qualities.

Proficient in Microsoft Office Projects, Blue Beam, BIM360-Field, AutoCAD, Pro-Core, PlanGrid, E-Builder, I-Build and HDP as well as contract administration, procurement, estimating, pay requests, change orders and conflict resolutions. OSHA 30 Hour certified.

Education

Keller Graduate School of Management, Chicago, IL.

Dual-Masters Degree: Project Management/Human Resource Management, 2009

DeVry University, Chicago, IL.

Bachelor of Science: Technical Management, 2007

Alcorn State University, Lorman, Ms.

Construction Technology, 1987

Experience

Senior Superintendent (2023- Current)

CREA Construction

Provide general supervision for Interior finishes on a ground-up, multi-use hi-rise; supervision included carrying the units and commercial spaces from drywall to turnover

Traveling Superintendent (2021 - 2023)

Thomas Grace Construction

Provided overall supervision for retail Tenant Improvement and Commercial construction projects: position was 100% travel and required interfacing with different building officials in multiple states

Senior Superintendent (2020-2021)

ML Group

Provided overall supervision for a 2M sf commercial construction conversion; interior projects included new offices, washrooms, health club and restaurants

Senior Superintendent (2019 - 2020)

MC/ICON

Providing scheduling and supervision for local and national restaurant renovations and retail stores with short turn over times. Worked with owners and GMs to resolve field challenges and disputes.

Construction Superintendent (2017-2019)

The BOWA Group

Provide supervision, coordination and scheduling of all interior trades for a vacant warehouse conversion into an educational facility. Duties included building 2 new gyms, a commercial kitchen, classrooms and labs. Additional job responsibilities on separate projects were field supervision for the redevelopment of a public housing complex. This incorporated total gut rehab of 17 multi-family apartment buildings, weekly foreman's meetings and attending Owner's meetings. Created look ahead schedules, generated RFI's and maintained a leadership role in final punch completion.

Construction Superintendent (2016- 2017)

Icon Identity Solutions

Traveled 95% nationwide, provided hands on supervisory support to construction projects such as open chain store interior remodels, rollouts, retrofits, refreshes and ADA compliances. Created job schedules, managed various contractors and maintained daily jobsite reports for national project management team.

Construction Specialist (2015-2016)

Neighborhood Housing Services, Chicago, IL.

Provided inspection/estimating/contractor management services for potential home buyers. Assisted home owners with contractor selection process by providing price comparison reports,

Construction Superintendent (2014-2015)

Jones/Moore Construction, Chicago, IL.

Worked in conjunction with a general superintendent in the overall supervision in building a new educational facility for the City Colleges of Chicago. Scheduled manpower, material deliveries, site logistics and inspections. Provided weekly progress reports to the Capital Development Board and City Colleges of Chicago.

Adjunct Instructor (2012- 2016)

ITT Technical Institute, Orland Park, IL.

Provide leadership and classroom instructions to students in the School of Drafting and Design and the School of Business; Classes taught included: Project Communication and Documentations, Commercial Construction Methods, Site Construction, Project Scheduling and Control, Site Analysis and Legal Issues in Construction, Introduction to Business, Fundamentals of Business Communication, and Fundamentals of Marketing

Construction Site Supervisor (2013-2014)

DuPage Habitat for Humanity, Wheaton, IL.

Responsible for overseeing the day to day operations of DuPage Habitat's various construction sites which consisted of new construction of single family and multi-family homes, home rehabilitations and home repair projects. Additional responsibilities included engaging, managing and coordinating with the on-site construction team which included volunteer crew leaders, AmeriCorps members, Habitat partner families, general volunteers, sub-contractors, neighborhood developers and city inspectors

Maintenance Supervisor (2012-2013)

H J Russell, Chicago IL.

Responsible for the overall maintenance staff and to ensure superior condition of the property at all times to provide excellent customer service to residents; Developed and implemented preventative maintenance programs; performed troubleshooting and/or assess maintenance problems and recommended solutions; prepared detailed scopes of work for capital improvement projects.

Project Manager/Supintendent (2010-2012)

Brown & Momen, Inc. Chicago, IL

Coordinated all site construction activities and supervised all field personnel as required to successfully complete the renovation of 3 healthcare facilities on schedule and within budget. Performed quality audits and controls; managed project issue log; facilitated conflict resolutions; assisted in creating forecasts and administering procurement. Scheduled and conducted weekly construction meetings with internal and external parties concerning; job status, change orders and schedule updates

Project Manager (2004-2007)

F.I.O.C Construction, Chicago, IL.

Conducted initial site inspections prior to preparing bid packages: Collected/researched background and current data necessary for relevant projects: Coordinated with team to identify resources, barriers and timeframes. Created and executed project work plans and revised as needed to meet changing priorities; reviewed deliverables prepared by the team; ensured projects are complete, current and stored appropriately

Superintendent (2001-2004)

U.B.M. Construction, Chicago, IL.

Responsible for planning, directing, and coordinating a wide variety of construction projects with overlapping time-frames; Conducted weekly progress meeting with community leaders, board members and residents regarding issues affecting their community. Managed project performances, scope of work, safety issues, conflict resolution, quality control and process improvements; Finalized closing process; project acceptance, procurement closure, archive records and lessons learned knowledge base.

36-601465496

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Sylvester Blue

Scott Wallace

08/08/2017

(Trainer name – print or type)

(Course end date)

Certificate of Completion



Sylvester Blue

has completed

Procore Certification: Superintendent

offered by

Procore Technologies

PROCORE

Issued: June 24, 2021

Certificate No: pawadvztaosr

View: <https://verify.skilljar.com/c/pawadvztaosr>

A handwritten signature in black ink, appearing to read "Tooe Courtemanche".

Tooe Courtemanche, CEO

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
Name:	Robert Wheatley		
Title:	Superintendent		
Number of years with the firm:			1
Number of years with experience in this capacity:			5
Project Type: <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
Project:		Amtrak Restroom Remodel	
Agency/Firm Name:		Amtrak	Title: Superintendent
Phone:		312-805-7420	Email Address: Michael.Hennessy.1@amtrak.com
REFERENCE #2			
Project:			
Agency/Firm Name:			Title:
Phone:			Email Address:
PLEASE ATTACH RESUME			

Robert Wheatley

Seasoned Construction professional with exceptional leadership and project management skills. Competent in team, budget and schedule oversight. Develops scopes, checks field activities, and updates clients.

 **Contact**

Address
Chicago, IL 60651

Phone
(773)655-6454

E-mail
wheatley3robert@gmail.com

WWW
<https://bold.pro/my/robert-wheatley/185r>>Bold Profile

 **Skills**

OSHA
Compliance

Construction
management

Document
Review

Estimating

Heavy labor

Training and
mentoring

Reporting
skills

 **Work History**

2023-08 - 2024-06	Construction Project Manager <i>MZI Group, Chicago, IL</i> <ul style="list-style-type: none">Conducted risk assessments to identify potential issues before they developed into major problems, keeping projects on track for success.Purchased materialsVisit sitesDeveloped comprehensive project schedules, resulting in timely completions and minimal delays. Set Schedules for tradesmen and clientsCommunicated daily with vendors to keep project fully operational.
2022-01 - 2023-08	Team Leader <i>Greenhouse, Chicago, IL</i> <ul style="list-style-type: none">Provided ongoing support to direct reports, addressing concerns or questions promptly so they could remain focused on their tasks.Set Schedules for Brand Ambassadors and provided Run of show details.Set performance expectations for the team, monitoring progress towards goals and providing constructive feedback as needed.Led cross-functional teams to execute projects on time, within budget, and with high-quality outcomes.
2020-07 - 2022-12	Team Leader <i>Stratus Unlimited, Rolling Meadows, IL</i> <ul style="list-style-type: none">Facilitated decision-making processes within group through open dialogue and consensus-

Labor
Management

roofing

Driver

building techniques.

- Coordinated resources effectively to meet project deadlines and achieve desired results.
- Assisted in recruitment to build team of top performers.

2015-03 -
2019-02

Supervisor of Operations

UPS, Chicago, IL

- Achieved high levels of customer satisfaction with consistent attention to detail and effective communication skills.
- Evaluated staff performance regularly, offering constructive feedback designed to promote growth within their roles.
- Participated in recruitment efforts, interviewing potential candidates to ensure they were a good fit for the company culture and possessed necessary skills for success on the job.



Education

2009-01 -
2012-06

Associate of Arts: General Studies

City Colleges of Chicago - Wilbur Wright College - Chicago, IL

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input checked="" type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input checked="" type="checkbox"/> Quality Control Manager <input checked="" type="checkbox"/> Sustainability Coordinator		
Name:	Rea Johnson		
Title:	Overall Lead		
Number of years with the firm:			17
Number of years with experience in this capacity:			20
Project Type: <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
Project:		All Projects Referenced Above	
Agency/Firm Name:			Title:
Phone:			Email Address:
REFERENCE #2			
Project:			
Agency/Firm Name:			Title:
Phone:			Email Address:
PLEASE ATTACH RESUME			

REA R. JOHNSON
161 N. Clark Suite 1600
Chicago, IL 60601

Phone 312.371.3827

info@creagc.com

SUMMARY OF QUALIFICATIONS

An innovative green builder with over 10 years of experience in engineering and all facets of the construction industry. Skilled at matching creative and appropriate design concepts with the needs of each individual project. Attentive to detail and a thorough researcher, diligent in applying technologies to ensure safety, quality and cost efficiency. A strong analytical leader, highly organized and dedicated to meeting agreed upon deadlines. Committed to hiring the most qualified and experienced team to warrant professional results. Technologically savvy by promoting continued professional & technical development. Highly motivated with unparalleled passion and commitment to serving the community. Proficient in multiple software applications such as ProEngineer, SolidWorks, AutoCAD, UNIX, Agile, HTML, Adobe Illustrator, Adobe Photoshop, PHP, Dreamweaver, Fireworks, Flash, Quickbooks and Microsoft Office Suite including Visio.

EDUCATION, AWARDS & LICENSING

Degrees:

MS, Mechanical Engineering (emphasis in Control Systems), University of Illinois, Champaign, IL, 1998
BS, Mechanical Engineering (emphasis in Thermal Systems), Georgia Institute of Technology, Atlanta, GA, 1996
BS, Mathematics, *Magna cum Laude*, Spelman College, Atlanta, GA, 1996

Licenses:

General Contractor's License – City of Chicago Department of Buildings
General Contractor's License – City of Indianapolis Department of Business and Neighborhood Services
Real Estate Broker's License – Illinois Department of Financial & Professional Regulation

Certifications:

LEED AP, BD+C
Green Certified Real Estate Professional (GCREP-GL), October 2007
Illinois Model Contractor Development Certificate, U.S. Department of Commerce, Surety & Fidelity, March 2008
MBE from the Chicago Minority Supplier Development Council, September 2008
MBE/WBE/DBE from the City of Chicago, February 2009
Chicago Contractor Development Training Program Certificate, Chicago Urban League, March 2009
Green TechU Certifications in Green Business, Architecture, Building & Construction Management, Engineering and Green Home & Garden, June 2009
OSHA 10 Hour Certification, June 2009
Walmart Stormwater Professional, July 2009
Turner School of Construction Management Certificate, Turner Construction, August 2009
MBE from the State of Illinois Business Enterprise Program (BEP), December 2010
US SBA 8(a) Certification, December 2010
US EPA Lead-Safe Certified Firm, June 2010

Awards:

Chicago Association of Realtors Good Neighbor Award Recipient, May 2009
Chicago Defender Woman of Excellence, April 2014

PROFESSIONAL EXPERIENCE

CREA CONSTRUCTION, INC., Chicago, IL

2005–Present

President/Construction Manager

- Eliminated common concerns with insurance providers, bond agencies, banks, the company's bottom line and its liabilities by coordinating AIA contract preparation, schedule of values, change orders, waiver & insurance certificate collection, bidding and price negotiations.
- Led individuals and teams to work together more effectively by facilitating contractor meetings and managing physical resources and schedules.
- Updated ownership on project progress and prepared punch list and project close-out documentation (i.e. warranty, certificate of occupancy, etc.).
- Mitigated risks and identified critical chain events to ensure a successful project end.
- Ensured an efficient development process by forming cohesive partnerships and building positive rapport with architects, engineers, construction managers, local officials, material suppliers, inspectors, appraisers and clients.
- Developed and enforced company policies, quality control and project safety regulations to ensure that the job was done right the first time with no occurrence of accidents. Particularly, we compose site specific safety plans for each job and implement weekly toolbox safety meetings.
- Achieved cost reductions by checking all possible resources for surplus and made sure prices were competitive while purchasing materials and equipment. Also, evaluated and suggested strategies for value engineering.
- Managed weatherization and retrofitting projects in the commercial and residential sectors. As a result, we slashed energy use by at least 50% while incorporating highly insulated building materials and installing sustainable equipment upgrades in lighting, HVAC, & refrigeration, i.e. each green building/LEED project that we constructed reduced enough energy consumption to eliminate more than 2 tons of CO₂ emissions to the earth's atmosphere per year.
- Provided quality services to our customers at market competitive prices by creating a successful partnership throughout the construction process.
- Ensured the longevity of the company through repeat and referral business achieved by customer satisfaction in all areas including sustainability, timeliness, attention to detail and service-minded attitudes. Practiced ethical business with an unparalleled commitment to quality and philanthropic endeavors. Maintained the highest level of professionalism, integrity and honesty in our relationships with our clients.
- Designed site plans, sketches and preliminary architectural drawings.
- Estimated costs of material & labor, closely monitored committed costs and always remained within the budget.
- Participated in the architectural design review process, responding promptly to plan reviewer corrections and other requirements and codes for permit attainment.
- Handled on-site design changes, RFI's and site measurements as field supervisor.
- Closely monitored construction process to ensure contractors adhered to the scope of work, schedule, pertinent design requirements and constraints.
- Created a successful bidding strategy by performing detailed, accurate takeoffs and dissecting relevant specifications.
- Complied with immigration laws, municipal formalities, certified payrolls, and EPA stormwater requirements.

ERA INVESTMENT SERVICES, INC., Chicago, IL

2004 – 2006

President/Construction Manager

- Expanded affordable homeownership opportunities and revitalized communities in distressed neighborhoods.
- Managed the successful completion of major rehabs by quickly working through complex problems, leveraging opportunities and resolving conflicts.

CREA HOUSING, Chicago, IL

2004–Present

President/Sales Broker

- Examined and evaluated prospective commercial and residential properties for clientele.
- Assisted clients in developing, communicating, and negotiating all offers and counteroffers.
- Presented comparative market analysis and property histories to aid customers with the home buying and selling process.

PROFESSIONAL AFFILIATIONS

Member of ASA (Association of Subcontractors & Affiliates)

REFERENCES

Available Upon Request



GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Rea Johnson

HAS ATTAINED THE DESIGNATION OF

LEED AP[®] Building Design + Construction

by demonstrating the knowledge and understanding of
green building practices and principles needed to
support the use of the LEED[®] green building program.

10781693-AP-BD+C

CREDENTIAL ID

12 JUN 2014

ISSUED

11 JUN 2026

VALID THROUGH

A handwritten signature in black ink that reads "Peter Templeton".

PETER TEMPLETON

PRESIDENT & CEO

U.S. GREEN BUILDING COUNCIL & GREEN BUSINESS CERTIFICATION INC.



CHICAGOLAND CONSTRUCTION SAFETY COUNCIL

This is to certify that

Rea Johnson

has completed the

OSHA 10 Hour for Construction Class

June 27, 2009


Executive Director



certifies that

REA JOHNSON

has successfully completed ClickSafety's web-based training course:

C4 Forklift Operator Certification

This course was developed and presented by ClickSafety.com, Inc.



11723628
SERIAL NUMBER

7/24/2014
COMPLETION DATE

1.5 HOURS
COURSE DURATION

I confirm that I personally took the
course listed above.

Rea Johnson

STUDENT SIGNATURE

1172362

FORM C – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Rea Johnson, as President
Name Title

and on behalf of CREA Construction, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	CREA Construction, Inc.		
Address:	161 N. Clark Suite 1600		
City/State/Zip:	Chicago, IL 60601		
Telephone:	312-371-3827	Facsimile:	877-711-2732
FEIN:	26-0497162	SSN:	
Email:	info@creagc.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

FORM C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		IL
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, IL 60601	
Telephone:	312-371-3827	
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)		
Name	Title	
Rea Johnson	President	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)		
Name	Address	Ownership Interest Percentage
Rea Johnson	161 N. Clark Suite 1600 Chicago, IL 60601	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

FORM C – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

FORM D – LEGAL ACTIONS

I. LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

CREA CONSTRUCTION INC
161 N CLARK STREET
SUITE 1600
CHICAGO IL 60601

LICENSE CLASS: (D) \$2,000,000 PROJECT CEILING



LICENSE NUMBER: TGC007774

CERTIFICATE NUMBER : GC007774-18

FEE: \$ 500

DATE ISSUED: 06/05/2024

DATE EXPIRES: 08/04/2025

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

A handwritten signature in black ink, appearing to read 'Brandon Johnson'.

**Brandon Johnson
Mayor**

A handwritten signature in black ink, appearing to read 'Marlene Hopkins'.

**Marlene Hopkins
Commissioner**

FORM H – CONTRACTOR’S PROPOSAL

FORM H: CONTRACTOR’S PROPOSAL

The Contractor hereby acknowledges receipt of the all Contract documents for Contract No. PS3093, including, but not limited to: a) Book 1 – Request for Proposal, Project Information, Instructions to Proposers, and Execution Documents, b) Book 2 – Standard Terms and Conditions, c) Book 3 – Construction Task Catalog®, d) Book 4 – Technical Specifications, and e) Addenda Nos. (None unless indicated below)

Addendum No.	Date of Addendum
1	11/15/2024
2	11/19/2024
3	12/2/2024
4	12/06/2024
5	12/12/2024
6	12/17/2024

FORM I – PROPOSED ADJUSTMENT FACTORS

FORM I: PROPOSED ADJUSTMENT FACTORS – TIER 2

The Respondent shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors within a specified Tier will result in the submission being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Between \$300,000.01 and \$1,000,000.00, Normal Working Hours	<u>1</u> . <u>2</u> <u>2</u> <u>0</u> <u>0</u>	.50	<u>0</u> . <u>6</u> <u>1</u> <u>0</u> <u>0</u>
2.	For Projects Between \$300,000.01 and \$1,000,000.00, Other than Normal Working Hours	<u>1</u> . <u>2</u> <u>6</u> <u>3</u> <u>0</u>	.30	<u>0</u> . <u>3</u> <u>7</u> <u>8</u> <u>9</u>
3.	Non Pre-priced: For Non Pre-priced Work	<u>1</u> . <u>1</u> <u>0</u> <u>0</u> <u>0</u>	.20	<u>0</u> . <u>2</u> <u>2</u> <u>0</u> <u>0</u>
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			<u>1</u> . <u>2</u> <u>0</u> <u>8</u> <u>9</u>

Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

The Adjustment Factors for Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

The percentage weighted multipliers above are for the purpose of calculating a Total Base Proposal. No assurances are made by the PBC that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Total Base Proposal is only used for the purpose of determining the Award Criteria Figure.

When submitting Job Order Price Proposals related to specific Job Orders, the Respondent shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

FORM J – AWARD CRITERIA FIGURE

FORM J - AWARD CRITERIA FIGURE

A. Basis of Award (Award Criteria Figure)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria Figure formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the Total Base Proposal (or Base Contract Price) will be awarded to the responsible bidder with the lowest Award Criteria Figure pursuant to Section III.P Basis of Award above. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. Instructions

The Bidder shall complete the Award Criteria Figure Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than seventy percent (70%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than fifteen percent (15%) in each category for the purpose of award criteria only. The seventy percent (70%) and fifteen percent (15%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

2. Award Criteria Figure Formula

Line 1.	Total Base Proposal (Refer to Line 9 of FORM I - PROPOSED ADJUSTMENT FACTORS), in figures	TBD
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	TBD
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	0.10
Line 5.	Multiply Line 4 by Line 1 by 0.03	TBD
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	TBD
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	.01
Line 9.	Multiply Line 8 by Line 1 by 0.04	TBD
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	.01

FORM J – AWARD CRITERIA FIGURE

Line 11.	Multiply Line 10 by Line 1 by 0.03	TBD
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	.01
Line 13.	Multiply Line 12 by Line 1 by 0.01	TBD
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	TBD
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	TBD
Award Criteria Figure \$		N/A

(Insert Line 15 of Award Criteria Formula to Line 10 on Form I – Proposed Adjustment Factors):

3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- In calculating the hours worked by minority and women Journeyworkers, apprentices, and laborers under the Award Criteria Figure set out in Part V.A. "Basis of Award (Award Criteria Figure)," all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- In calculating the hours worked by minority and women apprentices under the Award Criteria Figure set out in Part V "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Book 2.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Figure formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

- For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times .04}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

FORM J – AWARD CRITERIA FIGURE

- b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 03}}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1 x 01}}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated Damages, if any, will be calculated and assessed on the total amount of the Contract at the end of the Term.
- e. Liquidated damages, if any, will be calculated for the last pay requests, if possible, reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- f. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

FORM J – AWARD CRITERIA FIGURE

6. Major Trades

Building Demolition	Operable Partition
Site Demolition	Aluminum Storefront
Site Control	Glazing
Asbestos / Lead Based Abatement	Drywall
Site and Building Concrete	Acoustical Ceilings
Masonry	Ceramic Tile
Structural Steel	Resilient Flooring
Cold Form Metal Framing	Tile Carpeting
Misc. Metals	Painting
Rough and Finish Carpentry	Toilet Compartments and accessories
Architectural Wood Casework	Metal Lockers
Solid Surface	Hydraulic Elevators
Roofing	Vertical lifts
Roof Specialties	Fire Suppression Sprinkler
Damproofing and Waterproofing	Plumbing
Thermal insulation spray Insulation	Mechanical
Metal Wall Panels	Electric
Applied Fire Protection	Fire Detection and Alarm
Firestopping	Access Control
Joint Sealants	Building Intrusion Detection
Curtain Wall	Earthwork
Hollow Metal Frames and Doors	Landscaping
Wood Doors	Asphalt Paving
Door Hardware	Site Utiliti
Overhead Doors	

For approval of other trades for consideration in the Award Criteria Figure formula, written approval should be requested from the Commission.

FORM K - ACCEPTANCE

A. PROPOSAL ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Wilry
Mary Pat Wilry, Secretary

Brandon Johnson
Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

CREA Construction, Inc.

Contractor Name

161 N. Clark Suite 1600 Chicago, IL 60601

Address

IF A CORPORATION:

Name: Rea Johnson

Title: President

Signature: Rea Johnson

ATTEST BY: Tracy Bell

Tracy Bell
Secretary

IF A PARTNERSHIP:

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

IF A SOLE PROPRIETORSHIP:

Signature

Address

NOTARY PUBLIC

County of Cook

State of IL

Subscribed and sworn to before me on this 17th day of December, 2024.

Tracy Bell
Notary Public Signature

(SEAL)

Commission Expires: 12/29/2024

APPROVED AS TO FORM AND LEGALITY

Anne L. Zied

Date: 5/12/2025

Neal & Leroy, LLC



FORM L – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

Rea Johnson, being first duly sworn, deposes and says that:

- (1) He/She is President
(Owner, Partner, Officer, Representative or Agent) of
CREA Construction, Inc.
the Bidder that has submitted the attached Bid;
- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

Rea Johnson
(Signed)

President
(Title)

Subscribed and sworn to before me this 17th day of December 20 24

Tracy Bell
Notary
(Title)

My Commission expires:



FORM M – JOINT VENTURE AFFIDAVIT

Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

SCHEDULE B - Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

- I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions

2. Management decisions such as:

- a. Estimating

- b. Marketing and Sales

- c. Hiring and firing of management personnel

- d. Other

3. Purchasing of major items or supplies

4. Supervision of field operations

5. Supervision of office personnel

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

- J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

On this _____ day of _____, 20____
before me appeared (Name)

_____,
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

_____,
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

EXHIBIT A – INSURANCE

The insurance requirements listed below are the minimum requirements that will be required for work issued on contracts resulting from this RFP. The actual requirements for each project will likely be higher and will be determined based on the scope and the requirements of the User Agency. Per Section II. VI. G. of this RFP, Respondent is to submit a certificate of insurance evidencing their current insurance program.

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability (Primary and Umbrella)**

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

4) **Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which

EXHIBIT A – INSURANCE

reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

5) **Professional Liability**

When Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing professional work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) **Builders Risk**

Contractor must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor.

7) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that the General Contractor or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad

EXHIBIT A – INSURANCE

Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago.

The insurance coverage and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost

EXHIBIT A – INSURANCE

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2025

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

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

PRODUCER Afina Insurance Advisors Inc. 1S660 Midwest Road Suite 330 Oakbrook Terrace IL 60181		CONTACT NAME: MaryAnn Marcin PHONE (A/C, No, Ext): (630) 524-3090 FAX (A/C, No): (630) 524-3046 E-MAIL ADDRESS: mmarcin@afinainsurance.com		
INSURED CREA Construction Inc. 161 N Clark Street, Suite 1600 Chicago IL 60601-3201		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: The Cincinnati Insurance Company		10677
		INSURER B: Auto Owners Insurance Co		18988
		INSURER C: The Cincinnati Casualty Company		28665
		INSURER D: Lloyd's Syndicate 2623 (Beazley Furlonge Limited)		AA1128
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: CL2441117670

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP0709731	03/21/2024	03/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5375409801	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0709731	03/21/2024	03/21/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	Y	EWC0709732	03/21/2024	03/21/2025
D	Contractors Pollution and Professional Liability	Y	Y	ENP001120701	04/09/2024	04/09/2025	Aggregate Limit \$5,000,000 Each Occurrence Limit \$5,000,000

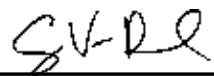
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP

The Public Building Commission of Chicago, the City of Chicago, the User Agency and any other entity as may be required by the Public Building Commission of Chicago are included as additional insureds with respect to the general liability, automobile liability and umbrella liability on a primary and non-contributory basis, and the pollution liability, when required by written contract. Waivers of subrogation in favor of same are provided by the general liability, automobile liability, umbrella liability, workers' compensation and pollution liability policies when required by written contract. A 30 day notice is provided to certificate holder by policy endorsement.

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago 50 W Washington St, Room 200 Chicago IL 60602	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 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing

operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

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

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.
2. With respect to the insurance afforded to the additional insureds described in Para-

graph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- C.** The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.
 4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
 - a. The building or disassembly of scaffolding by or for you; or
 - b. The use of such scaffolding.

However, Paragraphs **C.1.** and **C.2.** above do not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

- D.** With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

1. The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agree-

ment, written permit or written authorization; or

- b. Available under the applicable limits of insurance;

whichever is less.

However, Paragraph **D.1.** does not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

- 2. This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and
- 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

- 1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
- 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived

its right of recovery against such additional insured prior to loss.

CREA Construction, Inc.
5375409801
Effective 10/15/2024 to 10/15/2025

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE** is amended. The following provision is added.
Any person or organization is an **insured** for Covered
Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under
**SECTION II - COVERED AUTOS LIABILITY COVER-
AGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

1. Supplementary Payments

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 2. Coverage Extensions is amended. Paragraphs (3) and (7) of **a. Supplementary Payments** are deleted and replaced by the following:

- (3) Up to the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Supplementary Payments for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident we** cover. **We** will not apply for or furnish such bonds.
- (7) All reasonable expenses incurred by an **insured** at **our** request, including actual loss of earnings up to the per day additional expenses limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Supplementary Payments.

2. Employees as Insureds

If Non-Owned Autos Liability is shown in the Declarations, then **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** is amended.

- a. **b.(2)** is deleted.
- b. The following provision is added.
Your employee, partner (if **you** are a partnership), member (if **you** are a limited liability company) or **executive officer** (if **you** are a corporation):
 - (a) While operating a covered **auto you** do not own, lease, hire, rent or borrow; and
 - (b) Only while the covered **auto** is being used by such **employee** in **your** business or **your** personal affairs.
- c. Subject to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for all

damages will be the limits shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Employees as Insureds.

3. Employee Hired Autos

- a. If Hired Autos Liability coverage is shown in the Declarations, then **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** is amended. The following provision is added. An **employee** of **yours** is an **insured** while operating an **auto** leased, hired, rented or borrowed under a contract or agreement in an **employee's** name, with **your** permission, while used in **your** business.

Subject to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for all damages will be the limits shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Employee Hired Autos.

- b. If Hired Autos Comprehensive and Collision Coverages are shown in the Declarations, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is amended. The following provision is added.

- (1) **a. Comprehensive Coverage** and **b. Collision Coverage** is extended to an **auto your employee** leases, hires, rents or borrows:
 - (a) Under a contract in such **employee's** name;
 - (b) With **your** permission; and
 - (c) While used in **your** business.
- (2) This extension does not apply to an **auto** owned by:
 - (a) **You**;
 - (b) **Your employee**;

- (c) **Your** partners (if **you** are a partnership);
- (d) **Your** members (if **you** are a limited liability company);
- (e) **Your executive officers** (if **you** are a corporation); or
- (f) A **family member** of (a), (b), (c), (d) or (e) above.

(3) Subject to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. LIMIT OF INSURANCE**, the most **we** will pay for any one **loss** under this extension shall not exceed the applicable limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Employee Hired Autos. **We** will reduce **our** payment by the deductible amount shown in that Declarations.

4. **Fellow Employee Coverage**
SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. EXCLUSIONS is amended.
 Exclusion 4. **Fellow Employee** is deleted.

5. **Waiver of Collision Deductible for Collision with Another Auto-Owners Insured**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.
 Under paragraph 1., **b. Collision Coverage** is deleted and replaced by the following.
We will pay for **loss** to a covered **auto** or its **equipment or custom furnishings** under:

b. Collision Coverage

Caused by:

- (1) The covered **auto's** collision with another object; or
- (2) The covered **auto's** overturn.

When a deductible is shown in the Declarations for this coverage, **we** will reduce **our** payment by that amount. The deductible shall not apply when a covered **auto** is in a collision with another **auto**:

- (a) **We** insure and which **you** do not own, rent or have in **your** care, custody or control; or
- (b) Whose owner or operator has been identified; and
 - 1) Is legally responsible for the entire amount of the damage; and
 - 2) Is covered by a **property damage** liability policy or bond but only if the damage exceeds the deductible amount.

6. **Waiver of Deductible for Covered Autos**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

- a. Paragraph **1.a. Comprehensive Coverage** is amended. The following provision is added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If the deductibles differ, **we** shall only apply the highest deductible.
- b. Paragraph **1.b. Collision Coverage** is amended. The following provisions are added. When more than one covered **auto** is involved in the same **loss**, only one deductible shall apply. If deductibles differ, **we** shall only apply the highest deductible.
 When provision **5. Waiver of Collision Deductible For Collision With Another Auto-Owners Insured** of this endorsement also applies to the same **loss**, the deductible shall be further reduced to no deductible.

For purposes of this provision only, an **auto** and attached **trailer** shall be considered two covered **autos**.

7. **Common Loss Deductible - Motor Cargo**
SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended. The following provision is added.

- a. If **you** have coverage with **us** or a company affiliated with **us** under any of the following Motor Cargo Coverage Forms:
 - (1) Motor Cargo Special Form;
 - (2) Motor Cargo Named Perils Form;
 - (3) Truckmen's Gross Receipts Motor Cargo Named Perils Form;
 - (4) Truckmen's Legal Liability Motor Cargo Special Form;
 - (5) Annual Transportation Form - Named Perils;
 - (6) Annual Transportation Form - Special Form; or
 - (7) Trip Transit Form
 and there is a covered **loss** under that Motor Cargo Coverage Form and this policy then, at **your** option, the **auto** deductible applicable to the **loss** will be reduced by the amount of the applicable deductible under the Motor Cargo Coverage Form. In the event that more than one **auto** deductible provision applies to the same covered **loss**, with **your** permission, **we** will use the deductible that benefits **you** the most.
- b. However:
 - (1) The covered **losses** must result from a single occurrence and **you** must file a claim on each of the covered **losses**.
 - (2) The amount of **loss** under each policy must exceed the applicable deductible and result in a paid **loss**.

- (3) In no event will the amount of such reduction exceed the amount of the applicable **auto** deductible.

8. Non-Owned Trailer Physical Damage
SECTION III - PHYSICAL DAMAGE COVERAGE,
A. COVERAGE is amended.

Under **3. Coverage Extensions**, paragraph **a. Trailers** is deleted and replaced by the following.

a. Trailers

The Comprehensive Coverage and Collision Coverage provided to a covered **auto** extend to certain **trailers you** do not own. The **trailer** must:

- (1) Be designed for use with the covered **auto**;
- (2) Be used with the covered **auto**; and
- (3) Be other than a **trailer** of the home, office, store, display, or passenger type.

Our limit of insurance shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Non-Owned Trailer Physical Damage in any one **loss**. No deductible applies to this coverage extension.

9. Personal Property
SECTION III - PHYSICAL DAMAGE COVERAGE,
A. COVERAGE is amended.

Under **3. Coverage Extensions**, paragraph **c. Personal Property** is deleted and replaced by the following.

c. Personal Property

The Comprehensive Coverage and the Collision Coverage provided to a covered **auto** will extend to **loss** to personal property contained in or on such **auto** as follows:

- (1) Comprehensive Coverage because of:
 - (a) Fire;
 - (b) Lightning; or
 - (c) Theft or attempted theft if there are visible signs of someone breaking into such **auto** or the entire **auto** is stolen; or
- (2) Collision Coverage.

The personal property must be owned by **you**, a **family member** or **your employee**.

This coverage extension does not apply to:

- (a) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
- (b) Tapes, discs, or other similar media designed for use with equipment described in (a) immediately above.
- (c) Any accessories used with the media or equipment described in (a) or (b) immediately above.

- (d) Money or jewelry.

- (e) Any device designed or used to:

- 1) Detect speed-measuring equipment such as radar or laser detectors; or
- 2) Elude or disrupt speed-measuring equipment such as a jamming apparatus.

- (f) Property specifically insured.

- (g) Any property covered under any other coverage extension within this endorsement.

Our limit of insurance under this coverage extension is the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Personal Property in any one **loss**. No deductible applies to this coverage extension.

10. Audio, Visual or Data Electronic Equipment
SECTION III - PHYSICAL DAMAGE COVERAGE,
A. COVERAGE is amended.

The following coverage extension is added.

- a. We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:

- (1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals that is permanently installed in a covered **auto** and was not standard or optional equipment for the manufacturer of such covered **auto** for that make, model and model year.
- (2) Tapes, discs or other similar media designed for use with electronic equipment described in **a.(1)** above.
- (3) Any accessories used with the media or equipment described in **a.(1)** or **a.(2)** above.

- b.** This coverage extension does not apply to any property covered under any other coverage extension within this endorsement.

- c. B. EXCLUSIONS** is amended. Exclusion 1. is deleted for purposes of this coverage extension only.

11. Business Personal Property
SECTION III - PHYSICAL DAMAGE COVERAGE,
A. COVERAGE is amended.

The following coverage extension is added.

We will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to business personal property contained in or on such **auto**. This coverage extension is subject to the following:

- a.** The business personal property must be owned by **you**, a **family member** or **your employee**.

- b. Comprehensive Coverage is extended only for **loss** because of:
- (1) Fire;
 - (2) Lightning; or
 - (3) Theft or attempted theft.
- Unless the entire **auto** is stolen, there must be visible signs of someone breaking into the **auto** for **b.(3)** above to apply.
- c. This coverage extension does not apply to:
- (1) Any electronic equipment that reproduces, receives or transmits audio, visual, global positioning or data signals.
 - (2) Tapes, discs, or other similar media designed for use with equipment described in (1) immediately above.
 - (3) Any accessories used with the media or equipment described in (1) or (2) immediately above.
 - (4) Money or jewelry.
 - (5) Any device designed or used to:
 - (a) Detect speed-measuring equipment such as radar or laser detectors; or
 - (b) Elude or disrupt speed-measuring equipment such as a jamming apparatus.
 - (6) Property specifically insured.
 - (7) Any property covered under any other coverage extension within this endorsement.
- d. **Our** limit of insurance for any one **loss** under this coverage extension shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Business Personal Property.
- A deductible applies to this coverage extension. **We** will reduce **our** payment by such deductible amount shown in that Declarations.

12. Hired Autos Physical Damage

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

- a. If Hired Autos Liability coverage is provided to **you** by this policy, or any other policy or coverage form provided by **us** or a company affiliated with **us**, then **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 1.a. Comprehensive Coverage** and **b. Collision Coverage** extend to an **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow.
- This does not include any **auto** (that is not a **trailer**) **you** lease, hire, rent or borrow from any of **your employees**, partners (if **you** are a partnership), members (if **you** are a limited liability company), **executive officers** (if **you** are a corporation), or members of their households.

- b. The most **we** will pay for **loss** to any one covered **auto** is the lesser of:
- (1) The actual cash value of stolen or damaged property at the time of **loss**;
 - (2) The cost, at local prices, to repair or replace damaged or stolen property with other property of like kind and quality; or
 - (3) The limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Hired Autos Physical Damage.
- The Comprehensive Coverage and Collision Coverage deductibles shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Hired Autos Physical Damage apply separately to each **auto** covered by this coverage extension.

13. Transportation Costs

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is amended.

The following coverage extension is added.

We will reimburse **you** for expenses **you** incur for transporting **you** from where a covered **auto** was disabled, to **your** home, place of business or intended destination. **Our** maximum payment shall not exceed the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Transportation Costs. No deductible applies to this coverage extension.

14. Transportation Expenses Following Theft

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, 3. Coverage Extensions is amended. b. Transportation Expenses Following Theft is deleted and replaced by:

b. Transportation Expenses Following Theft

If Comprehensive Coverage is shown for an **auto** scheduled in the Declarations, **we** will pay up to the per day limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Transportation Expenses Following Theft but not more than the per loss limit shown in that Declarations in any one **loss** for transportation expenses incurred if such **auto** is stolen. **We** will pay such expenses incurred beginning 48 hours after **you** report the theft to **us** and to the police and ending when such **auto** is returned to use or **we** pay for its **loss**. No deductible applies to this coverage extension. This coverage extension is excess of any other insurance.

15. Motor Cargo**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage and the Collision Coverage that apply to a covered **auto** to **loss** to:
 - (1) **Your** property owned, sold or serviced by **you** and in the course of delivery;
 - (2) Property of others for which **you** are legally liable as a truckman under a:
 - (a) Tariff;
 - (b) Bill of lading; or
 - (c) Shipping receipt.
- b. This coverage extension is subject to the following:
 - (1) This coverage extension does not apply to:
 - (a) Accounts, bills, currency, deeds, evidences of debt, notes, money, securities, jewelry, or other similar valuables.
 - (b) Damage to live animals, except for death or death made immediately necessary because of injury caused by:
 - 1) Fire;
 - 2) Lightning;
 - 3) Flood;
 - 4) Explosion;
 - 5) Collision;
 - 6) Derailment;
 - 7) Overturn; or
 - 8) Stranding, burning or sinking of a ferry or lighter.
 - (c) Painting, statuary or other works of art, or articles that are antique or curious in nature unless such **loss** is an absolute total **loss** caused by a peril **we** insure against.
 - (d) **Loss** by pilferage.
 - (e) Insects, rodents, vermin, birds, animals or inherent vice.
 - (f) Loss from profit, loss of use or loss of market.
 - (g) Leakage, evaporation, shrinkage, breakage, heat or cold, or by being scented, molded, rusted, rotted, soured or changed in flavor or by bending, denting, chipping, marring or scratching unless caused by any of the following:
 - 1) Fire;
 - 2) Lightning;
 - 3) Wind;
 - 4) Flood;
 - 5) Explosion;
 - 6) Collision;

- 7) Derailment;
- 8) Overturn; or
- 9) Stranding, burning or sinking of a ferry or lighter.

- (h) Riots and civil commotion.
- (i) Strikers, lock-out workers, or persons taking part in labor disturbances.
- (j) Any property covered under any other coverage extension within this endorsement.

- (2) All shipments shall be valued at the actual invoice cost, including:
 - (a) Prepaid freight; and
 - (b) Cost and charges which have accrued and become legally due on such shipments.
- (3) If there is no invoice, the valuation of the property coverage shall be the cash market value of the article(s) covered on the date and at the place of shipment.
- (4) With respect to **loss** to any part of covered property made up of several parts, when complete for sale or use, **we** shall only pay for the part lost or damaged. With respect to damage to labels, capsules or wrappers, **we** shall only pay the cost of:
 - (a) New labels, capsules or wrappers; and
 - (b) Reconditioning the goods.
- (5) With respect to **loss** by breakage of eggs, **we** will pay only when such **loss** exceeds 50% of the value of each shipping package, but **we** will pay no more than \$250 for any one **loss**.
- (6) **Our** limit of insurance for all **loss** under this coverage extension shall not exceed the per loss limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Motor Cargo. No deductible applies to this coverage extension.
- (7) This coverage extension shall apply as excess insurance over any other specific insurance.

16. Air Bag Replacement (Other Than a Private Passenger Auto)**SECTION III - PHYSICAL DAMAGE COVERAGE,****A. COVERAGE** is amended.

The following coverage extension is added.

- a. **We** will extend the Comprehensive Coverage that applies to a covered **auto**, other than a **private passenger auto**, for the replacement of the air bag when it inflates without such **auto** having been involved in a Comprehensive or Collision **loss**.

- b. The deductible shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Air Bag Replacement applies to this coverage extension. **We** will reduce **our** payment by such deductible amount.

17. Business Interruption

SECTION III - PHYSICAL DAMAGE COVERAGE is amended.

- a. **A. COVERAGE** is amended. The following coverages are added.

(1) Business Income

We will pay for the actual loss of **business income you** sustain because of the necessary **suspension** of **your** business activities during the **period of restoration**. The **suspension** must be caused by direct and accidental loss or damage to a covered **auto** used in **your** business. The direct and accidental loss or damage to the covered **auto** must be covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, and must occur while such covered **auto** is located within the coverage territory.

(2) Extra Expense

We will pay the actual and necessary **extra expense you** incur during the **period of restoration** because of direct and accidental loss or damage to a covered **auto** used in **your** business. The direct and accidental loss or damage to the covered **auto** must be covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, and must occur while such covered **auto** is located within the coverage territory.

- b. **B. EXCLUSIONS** is amended. The following exclusions are added.

- (1) For any increase of **business income** loss caused by or resulting from the **suspension**, lapse or cancellation of any license, lease or contract. However, if the **suspension**, lapse or cancellation is directly caused by the **suspension** of business activities, **we** will cover such loss that affects **your business income** during the **period of restoration**.
- (2) For any **extra expense** caused by or resulting from the **suspension**, lapse or cancellation of any license, lease or contract beyond the **period of restoration**.
- (3) For any other consequential loss.

- c. **C. LIMIT OF INSURANCE** is deleted and replaced by the following for purposes of this coverage only.

- (1) For each covered **auto**, the most **we** will pay for the total of all covered **business income** loss and **extra expense** applying to such covered **auto** in any one loss is the limit shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Business Interruption sustained during the number of days after **period of restoration** shown in that Declarations regardless of the number of premiums paid or claims made. No deductible applies.

- (2) The Limit of Insurance for this coverage as it applies to each covered **auto** may not be added to the limits for the same or similar coverage applying to other covered **autos** insured by this policy to determine the amount of coverage available for any one loss regardless of the number of:

- (a) Covered **autos**;
- (b) Insureds;
- (c) Premiums paid;
- (d) Claims made; or
- (e) **Autos** involved in the direct and accidental loss or damage.

- (3) Payments made under **B. NEWLY ACQUIRED AUTOS** or **D. TEMPORARY SUBSTITUTE AUTOS** under **SECTION I - COVERED AUTOS** will not increase the applicable Limit of Insurance.

- d. **SECTION V - CONDITIONS** is amended.

- (1) **A. LOSS CONDITIONS** is amended for purposes of this coverage only.

- (a) **1. Duties in the Event of Accident, Claim, Suit or Loss** is amended. The following provisions are added.

- 1) Send **us** a signed, sworn proof of loss containing the information **we** request to investigate the claim. **You** must do this within 60 days after **our** request. **We** will supply **you** with the necessary forms.
- 2) Make all reasonable use of **your** other **autos** to decrease **your** loss of **business income**.
- 3) If **you** intend to continue **your** business, **you** must resume all or part of **your** business as quickly as possible.

- (b) **3. Appraisal for Physical Damage Loss** is deleted and replaced by the following.

3. Appraisal

If **we** and **you** disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select a competent and impartial umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, **we** will still retain **our** right to deny the claim.

- (c) **4. Loss Payment - Physical Damage Coverage** is deleted and replaced by the following.

4. Loss Payment

We will pay for covered **business income** loss or **extra expense** within 30 days after **we** receive the sworn documentation addressed in Paragraph **d.(1)(a)1**, if **you** have complied with all of the terms of this policy and:

- a. **We** have reached agreement with **you** on the amount of such loss; or
- b. An appraisal award has been made.

- (d) **Loss Determination** is added.

- 1) The amount of **business income** loss will be determined based on:
 - a) The Net Income of **your** business activities before the direct and accidental loss or damage occurred;
 - b) The likely Net Income of **your** business activities if no direct and accidental loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of **your** business activities

because of favorable business conditions caused by the impact of the direct and accidental loss or damage covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, on customers or on other businesses;

- c) The operating expenses, including payroll expenses, necessary to resume business activities with the same quality of service that existed just before the direct and accidental loss or damage; and
- d) Other relevant sources of information, including:
 - i. **Your** financial records and accounting procedures;
 - ii. Bills, invoices and other vouchers; and
 - iii. Titles, liens or contracts.

- 2) The amount of **extra expense** will be determined based on:

- a) All expenses that exceed the normal operating expenses that would have been incurred by business activities during the **period of restoration** if no direct and accidental loss or damage had occurred. **We** will deduct from the total of such expenses:
 - i. The salvage value that remains of any property bought for temporary use during the **period of restoration**, once business activities are resumed; and
 - ii. Any **extra expense** that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as the coverage provided by this coverage provision; and
- b) Necessary expenses that reduce the **business income** loss that otherwise would have been incurred.

- (e) **Resumption of Operations** is added.
Resumption of Operations

- 1) **We** will reduce the amount of **your business income** loss, other than **extra expense**, to the extent **you**

can resume business activities, in whole or in part, by using any property.

- 2) **We** will reduce the amount of **your extra expense** loss to the extent **you** can return business activities to normal and discontinue such **extra expense**.
- 3) If **you** do not resume business activities, or do not resume business activities as quickly as possible, **we** will pay based on the length of time it would have taken to resume business activities as quickly as possible.

(2) **B. GENERAL CONDITIONS** is amended.
2. Other Insurance is deleted and replaced by the following for purposes of this coverage only.

2. Other Insurance

- a. **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance provided under this policy. If **you** do, **we** will pay **our** share of the covered **business income** loss or **extra expense**. **Our** share is the proportion that the applicable Limit of Insurance under this coverage provision bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same **business income** loss or **extra expense**, other than that described in Paragraph 2.a. above, **we** will pay only for the amount of covered **business income** loss or **extra expense** in excess of the amount due from that other insurance, whether **you** can collect on it or not. However, **we** will not pay more than the applicable Limit of Insurance.

e. **SECTION VI - DEFINITIONS** is amended. The following Definitions are added.

(1) **Business income** means the:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (b) Continuing normal operating expenses incurred, including payroll.

(2) **Extra expense** means necessary expenses (other than the expense to repair or replace property) that **you** would not have incurred if

there had been no direct and accidental loss or damage to **your** covered **auto**. **Extra expense** includes expenses which are incurred:

- (a) To avoid or minimize the **suspension** of business activities and to continue business activities;
 - (b) To minimize the **suspension** if **you** cannot continue business activities; or
 - (c) For temporary use of other **autos**.
- (3) (a) **Period of restoration** means the period of time that:
- 1) Begins:
 - a) 72 hours after the time of direct and accidental loss or damage for **business income** coverage; or
 - b) Immediately after the time of direct and accidental loss or damage for **extra expense** coverage caused by or resulting from direct and accidental loss or damage covered under Comprehensive Coverage or Collision Coverage, if shown in the Declarations, to a covered **auto** used in **your** business; and
 - 2) Ends on the earlier of the:
 - a) Date when **your** covered **auto** used in **your** business should be repaired or replaced with reasonable speed and like kind and quality; or
 - b) Date when business activities are resumed.
- (b) **Period of restoration** does not include any increased period required because of the enforcement of or compliance with any ordinance or law that:
- 1) Regulates the use or repair of any property, or requires updated emissions controls or safety features which were not part of the covered **auto** used in **your** business prior to the direct and accidental loss or damage; or
 - 2) Requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- The expiration date of this policy will not cut short the **period of restoration**.
- (4) **Suspension** means the slowdown or cessation of **your** business activities.

18. Replacement Cost on New Vehicles**SECTION III - PHYSICAL DAMAGE COVERAGE,**

C. LIMIT OF INSURANCE is amended. Paragraph 2. is deleted and replaced by the following.

2. **We** will, at **our** option, replace an **auto** scheduled in the Declarations with a new one of equal value or pay **you your** original purchase price if:
 - a. Such **auto** is not a motorcycle;
 - b. **You** purchased it new;
 - c. **We** determine the **loss** cannot be repaired; and
 - d. The **loss** occurs within the number of days of purchase shown in the COMMERCIAL AUTO PLUS COVERAGE PACKAGE - ENHANCED DECLARATIONS for Replacement Cost on New Vehicles.

As it applies to this coverage only, a motorcycle means a vehicle having a saddle or seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, which is equipped with a motor that exceeds fifty cubic centimeters piston displacement. The wheels on any attachment to the vehicle shall not be considered as wheels in contact with the ground.

19. Rental Auto Gap**SECTION III - PHYSICAL DAMAGE COVERAGE,**

C. LIMIT OF INSURANCE is amended.

The following provision is added.

- a. If the first Named **Insured** is:
 - (1) An individual; or
 - (2) Other than an individual with the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement with Comprehensive and Collision Coverages; and
- b. If the **auto** is:
 - (1) A rented **private passenger auto**;
 - (2) Not a total **loss**; and
 - (3) Sold in its damaged condition rather than repaired, as decided by the rental company from which **you** rented the **auto**, **we** will pay the amount for which:
 - (a) **You**, if an individual; or
 - (b) The individual listed on the Drive Other Car Coverage - Broadened Coverage for Named Individuals endorsement, if **you** is other than an individual are liable under the terms of the rental agreement; or
- c. If the **auto** is:
 - (1) A rented **private passenger auto**;
 - (2) Not a total **loss**; and
 - (3) Repaired

we will pay for damages to the rented **private passenger auto** because of or resulting from the **diminished value**.

20. Auto Loan/Lease Gap Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE is amended, with respect to only a covered **auto** that is a **private passenger auto** and is scheduled in the Declarations.

- a. **A. COVERAGE** is amended. The following coverage is added.
We will cover the outstanding loan or lease amount in the event of the theft or constructive total **loss** of a covered **auto**.
- b. **C. LIMIT OF INSURANCE** is amended. The following paragraph is added.
 With respect to the original loan or original lease on the covered **auto** for which this endorsement applies and which has not been previously titled, if **we** determine that the covered **auto** is stolen or a constructive total **loss**, **we** shall pay the greater of:
 - a. The actual cash value of the covered **auto**; or
 - b. The amount for which **you** are liable under the terms of the loan or lease to which the covered **auto** is subject, less:
 - 1) All loan or lease payments which are overdue as of the date of the **loss**;
 - 2) The amount of the loan or lease agreement cost associated with an electric vehicle charging station or dock;
 - 3) The amount of the loan secured by other property;
 - 4) Amounts included in the loan which were unsecured by the **auto** at the time of the loan;
 - 5) The amount of a loan balance transferred from another **auto** loan;
 - 6) Financial penalties imposed or which would have been imposed under the lease as a result of high mileage, excessive use or abnormal wear and tear;
 - 7) Security deposits not refunded by the lessor; and
 - 8) Costs of any warranty, extended service agreement or insurance.

21. Primary and Noncontributory - Blanket Coverage**SECTION V - CONDITIONS, B. GENERAL**

CONDITIONS, 2. Other Insurance is amended.

The following provision is added.

When this insurance is primary and there is other insurance for any person or organization, other than

a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

- a. There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and
- b. Such written agreement was in force prior to any **bodily injury** or **property damage**.

22. Waiver of Our Right to Recover Payments (Waiver of Subrogation) - Blanket

SECTION V - CONDITIONS, A. LOSS

CONDITIONS is amended. The following provisions are added to **5. Our Right to Recover Payments**.

If the claim paid is less than the agreed **loss** because of any deductible or other limiting terms,

the recovery is prorated between **you** and **us** based on the interest of each in the **loss**. This condition only applies if **we** pay for a **loss** and then payment is made by those responsible for the **loss**.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or organization only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages 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, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

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

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **b.** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **a.(2), c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to Your Work

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

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the

TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. 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".

However, this exclusion does not apply:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. Employer's Liability Limitation

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of **a.** or **b.** above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1), (2), or (3)** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **12.a.(1), (2), or (3)** above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or 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 intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property

rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
- (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".
- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
 - c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph **c.** does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

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

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

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

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. War

Any liability, however caused, arising directly or indirectly, out of:

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

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs **4**, and **5**, above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
 - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - c.** Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs **1.** and **2.** above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made, "suits" brought or number of vehicles involved or insured; or
- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

- a. Included in the "products-completed operations hazard";
- b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
- c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within **a.** or **b.** above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to **a.**, **b.** and **c.** The Aggregate Limit described in **c.** will apply only to damages not subject to **a.** or **b.** above.

3. Subject to the Limit of Insurance described in **2.c.** above:

- a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to **2.a.** or **b.** above that is applicable separately to each:

- (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in **2.c.** above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in **2.c.** above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in **3.a.** above, the following terms location and construction project will have the following meanings:

- (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in **2.** and **3.** above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a. In excess of the applicable limits of "underlying insurance"; or
- b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in **4.** above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
 - a. An additional insured, as set forth in **SECTION II – WHO IS AN INSURED, Paragraph 3;** or
 - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in **2., 3., 4.** and **5.** above and to the terms and conditions of the "underlying insurance":
 - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
 - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments;** and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" 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".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a.** No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b.** We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
 - (1) For "occurrences" not covered by "underlying insurance"; or
 - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a.** The date we implemented the change in your state; or
- b.** The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a.** While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b.** Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c.** In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d.** The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e.** You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Authorized representative" means:
 - a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
 - b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".
3. "Auto" means:
 - a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include "mobile equipment".
4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means anywhere.
7. "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.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

16. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;
- (2) The number or kind of media used; or
- (3) The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

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

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

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition

was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

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

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

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments of this Coverage Part.**

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement, Paragraph **2.** of this Coverage Part.**

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:

- a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Any liability resulting from the "hazardous properties" of "nuclear material", if

- a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this

Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
8. "Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE
ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 5 ,000,000 Each Occurrence Limit \$ 5 ,000,000 Aggregate Limit	
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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

- a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and
- b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:
 - (1) "Underlying insurance" listed in the Schedule of Underlying Insurance;
 - (2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and
 - (3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. SECTION V - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- a.** Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and
- b.** Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written

contract between an additional insured and a Named Insured provided:

- (1)** The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and
- (2)** The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

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

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

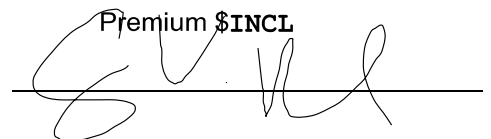
Endorsement Effective 03-21-2024 Policy No. EWC 070 97 32-00 Endorsement No.

Insured CREA CONSTRUCTION INC

Insurance Company THE CINCINNATI CASUALTY COMPANY

Premium \$INCL

Countersigned by



WC 00 03 13

COI_CREA_JOC Sycs PS3093Q 20250321

© 1983 National Council on Compensation Insurance.

Effective Date: 4/9/2024	PolicyNumber: ENP0011207-01
	Endorsement Number: 3
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS	

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Effective Date: 4/9/2024	PolicyNumber: ENP0011207-01
	Endorsement Number: 2

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

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

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

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

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

Effective Date: 4/9/2024	PolicyNumber: ENP0011207-01
	Endorsement Number: 6

WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY AND PROFESSIONAL LIABILITY

This endorsement modifies insurance to all coverages applicable to this policy and applies specifically for the entity scheduled below.

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):
All person(s) or organization(s) where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XX. SUBROGATION** is deleted in its entirety and replaced with the following:

XX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs and Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

**SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: _____

Project Number: _____

FROM:

(Name of MBE or WBE)

MBE _____ WBE _____

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:
BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project: _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

Title and duly authorized representative of

Name of General Contractor whose address is

in the City of _____, State of _____

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Proposal		%	%

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT D – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Ray Giderof, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear {Insert Executive Director Name}:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

Documentation attached: yes____ no____

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

Signature

Print Name

Title

Name of Firm

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
 - a. Description of goods or services to be provided under Contract

2. Name of Contractor: _____
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained: _____

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

Rea Johnson
Signature
Rea Johnson
Name (Type or Print)

5/6/2025
Date
President
Title

Subscribed and sworn to before me
this 6th day of May, 2025 (SEAL)

Tracy Bell
Notary Public

Commission expires: 11/18/2028



EXHIBITF – PERFORMANCE AND PAYMENT BOND

Performance and Payment Bond

BOND NO. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____ *

with offices in the _____ State of _____

as _____ Corporate _____ Principal, and _____

a corporation organized and existing under the laws of the State of _____, with offices in the State of

Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called

"Commission", in the penal sum of _____ Dollars

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

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated _____, 20____, for the furnishing, fabrication, delivery and installation of the

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the

EXHIBITF – PERFORMANCE AND PAYMENT BOND

Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of

_____ dollars (\$ _____), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

EXHIBITF – PERFORMANCE AND PAYMENT BOND

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City

State

Partner

CORPORATE SEAL

ATTEST:

BY _____

Corporate Principal

Secretary
Title

President
Title

Business Address

Corporate Surety

BY _____

Title

Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$ _____ per thousand.**

Total amount of premium charged is \$ _____ **

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission.

** Must be filled in by the Corporate Surety.

EXHIBIT G – BOND APPROVAL

Bond Approval

BY

Mary Pat Witry, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the
Secretary of the _____
corporation named as Principal in the within bond, that _____ who signed on behalf of
the Principal was then President of said corporation; that I know this person's signature, and the signature
hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by
authority of its governing body.

Dated this _____ day of _____ 20____.

CORPORATE SEAL

EXHIBIT H – COOK COUNTY PREVAILING WAGE

COOK COUNTY PREVAILING WAGE

CURRENT PREVAILING WAGE RATES CAN BE FOUND AT THE LINK BELOW

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

COMMUNITY AREAS

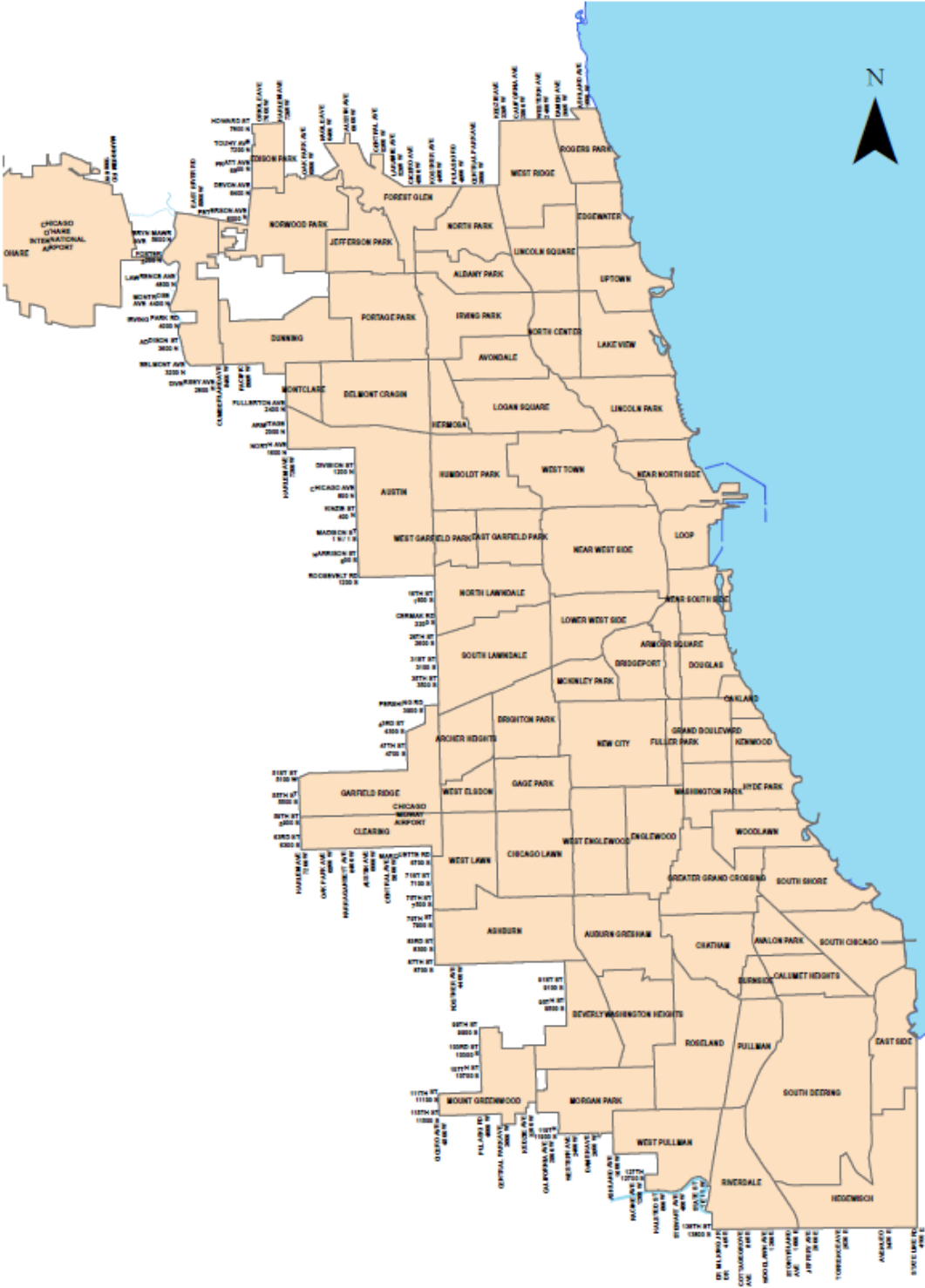


EXHIBIT J – ASSIST AGENCIES

PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES

Assist Agencies are comprised of Chamber of Commerce and Not-for-Profit agencies that represent the interests of small, minority- and/or women-owned businesses. If your agency would like to be added to the PBC's Assist Agencies list, please send an email to patricia.montenegro@cityofchicago.org.

African American Contractors Association

PO Box #19670
Chicago, IL 60619
Omar Shareef
312-915-5960
aacanatlassoc@gmail.com
www.aacanatl.org

Chatham Business Association: Small Business Development, Inc.

800 E 78th St
Chicago, IL 60619
Melinda Kelly
(773) 994-5006
melindakelly@cbaworks.org
cbaworks.org

Chicago Urban League

4510 S Michigan Ave, 3rd Floor
Chicago, IL 60653
Kelly Evans
(773) 451-3547
kevans@chiul.org
chiul.org

Construction Business Development Center at Prairie State College

202 S Halsted St
Chicago Heights, IL 60411
Cathy Svetanoff
(708) 709-3568
csvetanoff@prairiestate.edu
prairiestate.edu

Hispanic American Construction Industry Association

650 W Lake St, #415
Chicago, IL 60661
Ivette Trevino
(312) 575-0389
itrevino@haciaworks.org
haciaworks.org

South Shore Chamber, Inc.

1750 E 71st St
Chicago, IL 60649
Tonya Trice
(773) 955-9508
ttrice@southshorechamberinc.org
southshorechamberinc.org

Women's Business Development Center

8 S Michigan Ave, #400
Chicago, IL 60603
Donna Beasley
(312) 853-3477
dbeasley@wbdc.org
wbdc.org

Black Contractors United

155 North Michigan Avenue
Suite 300
Chicago, IL 60601
Shynetta Dockery
773-617-5672
bcu@blackcontractorsunited.com
blackcontractorsunited.com

Chicago Cook Workforce Partnership

69 W Washington Street
Suite 2860
Chicago, IL 60602
Marissa Lewis
mlewis@chicocookworks.org
(312) 603-0200
chicocookworks.org

Chicago Women in Trades

2444 W 16th St
Chicago, IL 60608
Jayne Vellinga
(312) 942-1444
jvellinga@cwit2.org
chicagowomenintrades2.org

Federation of Women Contractors

4210 W Irving Park Rd
Chicago, IL 60641
Jaemie Neely
(312) 360-1122
info@fwcchicago.com
fwcchicago.com

Illinois Black Chamber of Commerce

411 Hamilton Blvd, #1404
Peoria, IL 61602
Larry Ivory & Kenyatta Fisher
(309) 740-4430
larryivory@illinoisblackchamber.org
kfisher@ilbcc.org
illinoisblackchamber.org



CANDO Corporation

1633 S Michigan Ave
Chicago, IL 60615
LaVerne Hall
(312) 488-9338
LHall@candocorp.net

Chicago Minority Supplier Development Council

216 W Jackson Boulevard
Suite 600 Chicago, IL 60606
Debra Jennings-Johnson
(312) 755-8880
info@ChicagoMSDC.org
chicagomsgdc.org

ConstructConnect

3825 Edwards Road, #800
Cincinnati, OH 45209
Amanda Beyer
(513) 458-5837, Extension 5108336
amanda.beyer@constructconnect.com
ConstructConnect.com

HIRE360 Chicago

2301 S Lake Shore Drive
Lakeside Center, Chicago, IL 60616
Deborah Whitaker
(312) 575-2500
dwhitaker@hire360chicago.com
bids@hire360chicago.com

Rainbow/PUSH Coalition

930 E 50th St
Chicago, IL 60615
John Mitchell
(773) 256-2766
jmitchell@rainbowpush.org
rainbowpush.org

U.S. Minority Contractors Association

1250 Grove Ave, #200
Barrington, IL 60010
Larry Bullock
(847) 852-5010
larry.bullock@usminoritycontractors.org
usminoritycontractors.org

Women Construction Owners & Executives

308 Circle Ave
Forest Park, IL 60130
Mary Kay Monaghan
(708) 366-1250
mkm@mkmservices.com
wcoesa.org

Last Updated: 4/16/2024 4:22 PM

EXHIBIT K – SAMPLE PROJECT LABOR AGREEMENT

PROJECT LABOR AGREEMENT INSERTED HERE

(If Applicable)