



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

5000118904 ONE YEAR HVAC SYSTEMS MAINTENANCE CONTRACT
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com
22-Feb-2017 08:54:58 AM

ATTN: C GASPER
DATE: 2/27/2017
FROM: XCEL Air Conditioning Services, Inc.
LICENSE: 38842
FROM: BRETT S. HOLLOWAY (985) 801.9263
brett@xcelac.com
PAGES: 24
FAX TO: (504) 364.2693

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

DATE: 2/10/2017

BID NO.: 50-00118904

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR *XCEL Air*

BUYER: CGASPER

Bids will be received until 11:00 AM, 2/22/2017 via fax: 504-364-2693 or via online at www.jeffparishbids.net.

This site is free for all Jefferson Parish vendors. For additional information on registration or use of this free site, please see the text box highlighting electronic procurement.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A1 17.1-1961).

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

3, 5, 6, 10, 12, 13, 16

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached "insurance requirements" sheet. All bidders must comply with the instructions in this sheet. Failure to comply will cause bid to be rejected.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 2/10/2017

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00118904

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: CGASPER

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work is to be done in a workman-like manner, according to standard practices. Any deviations or alterations from the specifications must be indicated and backup documentation supplied with your quotation.

DELIVERY: FOB JEFFERSON PARISH	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	<u>10 days</u>
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	<u>10 days</u>
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	<u>12 months</u>

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1 (FEB. 22, 2017)

NUMBER: _____

NUMBER: _____

NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 38842

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: <u>XCEL Air Conditioning Services, Inc</u>	
SIGNATURE: (Must be signed here) <u>Roland J. Mayeux, Jr.</u>	TITLE: <u>President</u>
PRINT OR TYPE NAME: <u>Roland J. Mayeux, Jr.</u>	
ADDRESS: <u>269 W. Causeway Approach</u>	
CITY, STATE: <u>Mandeville, LA</u>	ZIP: <u>70448</u>
TELEPHONE: <u>985, 626.7424</u>	FAX: <u>985, 626.7425</u>
EMAIL ADDRESS: <u>brett@xcelac.com</u>	

TOTAL PRICE OF ALL BID ITEMS: \$ 6750.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00118904

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	12.00	MO	<p>One (1) Year HVAC Systems Maintenance Contract</p> <p>Labor, material and equipment necessary to provide a one (1) year full coverage preventive and maintenance repair program servicing all equipment and associated devices related to the HVAC systems at the listed Community Centers.</p> <p>See attached specifications.</p> <p>0010 BRIDGE CITY COMMUNITY CENTER 301 THIRD EMANUEL ST. BRIDGE CITY, LA 70094</p> <p>CONTACT: LONNIE BEWLEY PHONE: (504) 322-5872</p> <p>FOR A SITE VISIT, SEE CONTACT ABOVE.</p> <p>CONTRACT BEGINS: MARCH 1, 2017 CONTRACT EXPIRES: FEBRUARY 28, 2018</p>	112.50	1,350.00
2	12.00	MO	<p>0020 Watson Community Center 1300 S MYRTLE ST METAIRIE LA 70003</p> <p>CONTACT: LONNIE BEWLEY PHONE: (504) 322-5872</p> <p>FOR A SITE VISIT, SEE CONTACT ABOVE.</p>	225.00	2,700.00
3	12.00	MO	<p>0030 HAZEL HURST COMMUNITY CENTER 1121 S. CAUSEWAY BLVD. JEFFERSON, LA 70121</p> <p>CONTACT: LONNIE BEWLEY PHONE: (504) 322-5872</p> <p>FOR A SITE VISIT, SEE CONTACT ABOVE.</p>	225.00	2,700.00

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. [Bid number 50-118904], DESCRIPTION : One (1) year HVAC preventive maintenance and repair.

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Roland J. Mayeux, Jr. / President, hereby certify on
(name and title of bidder's official)

behalf of XCEL Air Conditioning Services, Inc. that:
(name of bidder)

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

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

Executed this 22nd day of FEBRUARY, 2017

By Roland J. Mayeux, Jr.
(signature of authorized official)

President
(title of authorized official)

APPENDIX A: The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement. As such Appendix A will applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and included in bid submission. Failure to do so will result in bid rejection. [Bid number 50-118904, DESCRIPTION : One (1) year HVAC preventive maintenance and repair.

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Roland J. Mayeux, Jr. / President

(Name and Title of bidder's official)

XCEL Air Conditioning Services, Inc.

(Name of bidder/company)

269 W. Causeway Approach

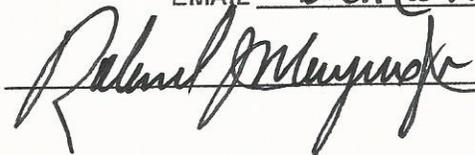
(Address)

Mandeville, LA 70448

(Address)

PHONE 985.626.7424 FAX 985.626.7425

EMAIL brett@xcelac.com



Signature 02/22/2017 Date



ADDITIONAL REMARKS SCHEDULE

AGENCY Eustis Insurance, Inc.		NAMED INSURED XCEL Air Conditioning Services, Inc. Mr. Roland J. Mayeux, Jr. P.O. Box 1227 Mandeville, LA 70470	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 With respects to the above Automobile Liability policy, the Certificate Holder will be considered as an additional insured if required by written contract subject to the attached endorsement, Commercial Automobile Coverage Extension (AA 99 08 04 09) terms and conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY COVERAGE EXTENSION ENDORSEMENT

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

Throughout this policy 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 policy. 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.

The following is a summary of the limits additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

SCHEDULE

Blanket Additional Insured When Required by Contract	Included
Broadened Definition of Mobile Equipment	Included
Damage to Premises Rented to You	Broadened Perils
Liberalization	Included
Medical Payments	Increased to \$10,000 per person (unless excluded)
Non-Owned Aircraft	If rented or loaned with a paid crew
Non-Owned Watercraft	Increased to 51 feet long
Notice of Occurrence	Included
Per Location and Per Project Aggregates	Included
Property Damage to "Customers' Goods"	Up to \$10,000 per "occurrence"
Property Damage to Borrowed Equipment	Up to \$10,000 per "occurrence"
Revised Exclusion for Expected or Intended Injury	Included
Supplementary Payments	
Bail Bonds	Up to \$2,500
Loss of Earnings	Up to \$300 a day
Unintentional Failure to Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery	Included

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

Changes to SECTION I - COVERAGES

DAMAGE TO PREMISES RENTED TO YOU

- A. SECTION I - COVERAGE A., 2. Exclusions is amended to delete the last paragraph and is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

6. Subject to 5. above, the higher of \$300,000 or the Damage to Premises Rented to You Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT RENTED OR LOANED TO YOU WITH A CREW

Exclusion g. Aircraft, Auto or Watercraft, paragraph (2) is deleted in its entirety and replaced with the following:

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

The following is added to g. Aircraft, Auto or Watercraft:

- (6) An aircraft not owned by any insured that is rented or loaned to you, provided that:
1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 2. It is rented with a trained, paid crew; and
 3. It does not transport persons or cargo for a charge.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in (2) (a) and (b) or (6) above, the insurance provided by this Coverage Form does not apply whether the other insurance is primary, excess, contingent, or issued on any other basis.

Changes to SECTION I - COVERAGE A - EXCLUSIONS

EXPECTED OR INTENDED INJURY

Exclusion 2. a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

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

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

PROPERTY DAMAGE - BORROWED EQUIPMENT

A. 2. Exclusions, j. Damage to Property, (4) Personal Property in the care, custody or control of the insured;

does not apply to "property damage" to borrowed equipment while that equipment:

1. is not being used to perform operations; and
2. is away from an insured's premises.

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

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

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is \$10,000 per "occurrence".

PROPERTY DAMAGE - "CUSTOMERS' GOODS"

A. Paragraphs (3), (4) and (6) of Exclusion j. of SECTION I - COVERAGES, COVERAGE A does not apply to "property damage" to "customers' goods" while on your premises.

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

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

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to customers' goods is \$10,000 per "occurrence".

Changes to SECTION II - WHO IS AN INSURED

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - 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.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Changes to SECTION III - LIMITS OF INSURANCE

MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. is deleted in its entirety and replaced by the following:

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7. Subject to paragraph 5, the Medical Expense Limit is equal to the Medical Expense Limit stated in the Declarations, subject to a minimum of \$10,000 and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

PER LOCATION AND PER PROJECT AGGREGATES

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a covered "location" or covered construction project:
1. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits".
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a covered "location" or covered project:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.
- C. When coverage for liability arising out of the products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.
- D. Definition

For the purposes of the Per Location and Per Project Aggregates, "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.

- E. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provision of Limits of Insurance (Section III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Changes to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Item 8. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an "occurrence" to waive such rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

NOTICE OF OCCURRENCE

The following is added to paragraph 2. Duties In The Event of Occurrence, Offense Claims or Suit:

Your rights under the Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence, offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence" offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence" offense, claim or "suit".

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

- 10. Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of the Coverage Part, we shall not deny coverage under this coverage Part because of such failure.

LIBERALIZATION

SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

- 11. If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Changes to SECTION V - DEFINITIONS

12. Mobile Equipment, paragraph f. (1) is amended to add the following:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

The following definition is added:

23. "Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities; or
- b. Animals; or
- c. Contraband, or property in the course of illegal transportation or trade; or
- d. Personal property while airborne or waterborne; or
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance; or
- f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than autos, you hold for sale; or
 - (2) Rowboats or canoes out of water at the described premises;
- g. The following property while outside of buildings:
- (1) Grain, hay straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization</p> <p>BLANKET AS REQUIRED BY WRITTEN CONTRACT</p>
--

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

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance 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 site 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: BLANKET AS REQUIRED BY WRITTEN CONTRACT
Location And Description of Completed Operations:
Additional Premium: INCLUDED

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE COVERAGE EXTENSION ENDORSEMENT

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

Throughout this policy 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 policy. 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.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Schedule

Blanket Waiver of Transfer of Rights of Recovery	Included
Broadened Definition of Who Is An Insured	Included
Loss of Use Expenses	Up to \$50 a day / \$750 Maximum
Revised Deductible for Glass Damage	Included
Supplementary Payments	
Bail Bonds	Up to \$2,500
Loss of Earnings	Up to \$300 a day
Transportation Expenses	Up to \$50 a day / \$1,500 Maximum
Unintentional Failure to Disclose	Included
Auto Loan/Lease Gap Coverage	Included

This endorsement modifies insurance provide under the following:

BUSINESS AUTO COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

Changes to SECTION II – LIABILITY COVERAGE

A. Coverage, 1. Who Is An Insured is amended to add the following:

- d. Any organization you newly acquire or form during the policy period provided you own 50% or more of the business entity. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an insured under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- e. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of a written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.
- f. An employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, (2) and (4) are deleted in their entirety and replaced with the following:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$50 per day, to a maximum of \$1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses is deleted in its entirety and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$750.

D. Deductible is deleted in its entirety and replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning and no deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

- A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident", provided that the "accident" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

- A. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended by adding the following:

2. Concealment, Misrepresentation Or Fraud

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

Auto Loan/Lease Gap Coverage is added as follows:

For those businesses not listed as "auto" dealerships in the Declarations, the following provisions apply:

If a long term leased "auto", under an original lease agreement, is a covered "auto" under this Coverage Form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease or loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

- a. Overdue lease/loan payments at the time of the "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

