

CONTRACT
UPCSS-0001-D, Concrete Street and Sidewalk Improvements

THIS CONTRACT by and between The City of Oklahoma City, referred to in the Bidding Documents and herein as “Awarding Public Agency”, and Ellsworth Construction OKC dba A-Tech Paving, hereinafter termed "Contractor" is made and entered into on the date approved by the Awarding Public Agency.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project not to exceed: Six Million Dollars (\$6,000,000)

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed and hereby agree as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Project in strict accordance with the Contract Documents, including but not limited to the Bidding Documents, “Standard Specifications for Construction of Public Improvements,” any Special Provisions, schedules and plans approved by the Awarding Public Agency, and Contractor’s bid, all of which documents are on file in the Office of the City Clerk of The City of Oklahoma City and are made a part of this Contract as fully as if the same were herein set out at length, with the following alternates and/or deletions: (if none, so state) None.

2. The Awarding Public Agency shall make payments to the Contractor in the following manner: On or about the first day of each month, the City Engineer or designee will review estimates of the value, based on Contract prices and/or schedule of values of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the City Engineer or designee such detailed information as requested.

Each monthly estimate for payment must contain or have attached an affidavit as required by 74 O.S. § 85.22.

3. On completion of the Project, but prior to the acceptance thereof by the Awarding Public Agency, it shall be the duty of the City Engineer or designee to determine that said work has been

completely and fully performed in accordance with said Contract Documents, and upon making such determination, make a final certificate to the Awarding Public Agency. The Contractor shall furnish proof that all claims and obligations incurred by the Contractor in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid and the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this Contract.

This Contract shall be effective upon approval and execution by the Awarding Public Agency below.

ATTEST:

Rachel Cox
(Secretary-Witness)

Contractor:

By: Jim Lunday
As: President

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by Council and signed by the Mayor of The City of Oklahoma City this 8TH day of APRIL, 2025

ATTEST:

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

PERFORMANCE BOND
UPCSS-0001-D, Concrete Street and Sidewalk Improvements

5857273

KNOW ALL MEN BY THESE PRESENTS:

That we Ellsworth Construction OKC, LLC dba A-Tech Paving, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" not to exceed: Six Million Dollars (\$6,000,000), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and The City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Awarding Public Agency and The City of Oklahoma City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Rachel Cox
(Secretary-Witness)

Contractor:

Ellsworth Construction OKC, LLC dba A-Tech Paving,

By: Jim Lunday

As: President

ATTEST:

Dayna Harjo
(Secretary-Witness)

Surety: Great American Insurance Company

By: Cindi L Smith
As: Attorney-in-Fact Cindi L Smith



REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by Council and signed by the Mayor of The City of Oklahoma City this 8TH day of APRIL, 2025.

ATTEST:

Amy K Simpson
CITY CLERK



David Holt
MAYOR

STATUTORY BOND

UPCSS-0001-D, Concrete Street and Sidewalk Improvements

5857273

KNOW ALL MEN BY THESE PRESENTS:

That we Ellsworth Construction OKC, LLC dba A-Tech Paving, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and materialmen of the Contractor not to exceed: Six Million Dollars (\$6,000,000), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors, suppliers and materialmen on this Project, this Bond shall become fully satisfied.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD by the parties hereto that no changes or alterations in said Contract and no deviations from the Bidding Documents and the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.

ATTEST:

Rachel Cox
(Secretary-Witness)

Contractor:

Ellsworth Construction OKC, LLC dba A-Tech Paving

By: Jim Lunday

As: President

ATTEST:

Dayna Harjo
(Secretary-Witness)

Surety: Great American Insurance Company

By: Cindi L Smith
As: Attorney-in-Fact Cindi L Smith



REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by Council and signed by the Mayor of The City of Oklahoma City this 8TH day of APRIL, 2025.

ATTEST:

Amy K Simpson
CITY CLERK



David Holt
MAYOR

MAINTENANCE BOND

UPCSS-0001-D, Concrete Street and Sidewalk Improvements

5857273

KNOW ALL MEN BY THESE PRESENTS:

That we Ellsworth Construction OKC, LLC dba A-Tech Paving, as Contractor, and Great American Insurance Company, as Surety, are severally and jointly held and firmly bound unto The City of Oklahoma City, referred to in the Bidding Documents and herein as "Awarding Public Agency" not to exceed: Six Million Dollars (\$6,000,000), such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

WITNESSETH:

WHEREAS, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

WHEREAS, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

WHEREAS, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

NOW, THEREFORE, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of Two (2) years from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of Two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined

from time to time during the life of this Bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety or the Contractor, or either of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

ATTEST:

Rachel Cox
(Secretary-Witness)

Contractor:

Ellsworth Construction OKC, LLC dba A-Tech Paving

By: Jim Lunday
As: President

ATTEST:

Dayna Harjo
(Secretary-Witness)

Surety: Great American Insurance Company

By: Cindi L Smith
As: Attorney-in-Fact Cindi L Smith

REVIEWED for form and legality.

[Signature]
Assistant Municipal Counselor

APPROVED by Council and signed by the Mayor of The City of Oklahoma City this 8TH day of APRIL, 2025.

ATTEST:

Amy K Simpson
CITY CLERK



David Holt
MAYOR

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21862

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Sandra L. Crain	All of	All
Dayna Harjo	Tulsa, Oklahoma	\$100,000,000
Cindi L. Smith		
William C. Taylor		
Samuel G. Smith		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of June, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 17th day of June, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14 day of March, 2025



Steph L. C. B.

Assistant Secretary

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/25/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC Lic # 0G11911 7535 Irvine Center Dr. Suite 250 Irvine, CA 92618		CONTACT NAME: Eddie Jimenez PHONE (A/C, No, Ext): 949 668 1867 E-MAIL ADDRESS: eddie.jimenez@usi.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Arch Insurance Company	11150
		INSURER B : AGCS Marine Insurance Company	22837
		INSURER C : Ironshore Specialty Insurance Co	25445
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR X BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	71PKG1990701	04/01/2025	04/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	71PKG1990701	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	71UFP1990701	04/01/2025	04/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	71WC11990701	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Inland Marin			MZI93090659	04/01/2025	04/01/2026	
C	Pollution-Co			ICELLUW00162941	04/01/2025	04/01/2026	\$5,000,000

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

RE: Project: UPCSS-0001-D, Concrete Streets and Sidewalk Improvements

THE CITY OF OKLAHOMA CITY AND ITS PARTICIPATING TRUSTS ARE NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND UMBRELLA LIABILITY POLICIES.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
and its Participating Trusts
420 W. Main Street
Oklahoma City, OK 73102

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.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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 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.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	AS REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT
TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT
PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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

The following is added to Paragraph **8. Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against the person(s)
or organization(s) shown in the Schedule above
because of payments we make under this Coverage
Part. Such waiver by us applies only to the extent that
the insured has waived its right of recovery against
such person(s) or organization(s) prior to loss. This
endorsement applies only to the person(s) or
organization(s) shown in the Schedule above.



Allianz Global Corporate & Specialty®

Construction Block Coverage Form

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. The words "we", "us" and "our" refer to AGCS Marine Insurance Company, the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. They may be defined subsequently or their definitions may be found in Section F. Definitions.

In return for "your" payment of the premium shown in the Declarations which are part of this policy, "we" provide the coverage described herein subject to all the conditions of this policy. Endorsements and schedules may also apply as identified in the Declarations or schedule of coverages.

A. Coverage

"We" will pay for "Loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

a. Covered Property means:

- (1) "Your" equipment, tools and machinery, including spare parts, repair parts and accessories that "you" own or for which "you" are liable.
- (2) Buildings or structures in the course of construction, including property used in or incidental to construction at a construction site. Labor and profit are included.
- (3) Materials, supplies, machinery, equipment and fixtures "you" own or for which "you" are liable or which "you" have contracted to install or erect provided that the values for this property have been reported to the company if this policy is issued on a reporting basis. Labor and profit are included.

b. Coverage Conditions

(1) Duration of Coverage

- (a) With respect to A.1.a.(2) and A.1.a.(3) "we" will provide coverage from the time Covered Property becomes "your" responsibility, during construction or installation, including while Covered Property is being transported to the construction or installation site until one of the following situations occurs:
 - (i) The policy expires;
 - (ii) "Your" interest in, or responsibility for, any Covered Property ceases; or
 - (iii) The "Covered Property" is accepted by the purchaser or owner.

2. Covered Causes of Loss

Covered Causes of Loss means Risks of Direct Physical Loss or Damage to Covered Property from any external cause except those causes of loss listed in the Exclusions.

3. Extensions of Coverage

a. Contract Penalty Clause Coverage

1. "We" will pay the contractual penalties "you" are required to pay to "your" customers as a result of any clause in "your" contracts for failure to timely deliver "your" product according to the contract terms. The penalties must solely result from direct physical loss or damage by a Covered Cause of Loss to Covered Property.
2. The most "we" will pay for penalties for all contracts in any one "Occurrence" is \$25,000.

b. Debris Removal Coverage

- (1) "We" will pay "your" reasonable expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to "us" in writing within 180 days of the date of the direct physical loss or damage.
- (2) The most "we" will pay under this Additional Coverage is the lesser of 25% of:
 - (a) The amount "we" pay for the "Loss" to Covered Property; plus the deductible in this policy applicable to that "Loss"; or
 - (b) The applicable Limit of Insurance for Covered Property:
 - (i) At the Job Site;
 - (ii) At a location other than the Job Site; or
 - (iii) In Transit;Where the "Loss" occurs.

But this limitation does not apply to any additional debris removal limit provided in the Limits of Insurance Section.

- (c) This Additional Coverage does not apply to costs to:
 - (i) Extract "Pollutants" from land or water; or
 - (ii) Remove, restore or replace polluted land or water.

c. Denial of Access by Civil Authority

"We" will pay for additional reasonable expense "you" incur as a result of a delay in the completion of the installation or construction at any one construction site resulting from the actions of a Civil Authority to deny ingress or egress to the construction site due to unsafe road conditions resulting from a Covered Cause of Loss provided that:

- (1) All roads providing ingress or egress to the construction site have been closed by the Civil Authority; and
- (2) "You" would not have incurred a delay but for the closure of all roads providing ingress or egress to the "Site";

This coverage begins seventy-two (72) hours after the action of a Civil Authority to deny ingress or egress to the construction site. The most "we" will pay under this Additional Coverage is \$100,000 in any one "Occurrence" for reasonable expenses incurred as a result of delay following the 72 hour waiting period.

d. Earnings, Rents and Soft Costs

"We" cover "Loss of Earnings" and "Rental Value" "you" lose, or "Soft Costs" "you" incur because of a Covered Cause of Loss under the policy. The most "we" will pay for any one "Loss" is \$25,000. "Soft costs" means additional expenses over and above the projected cost of the covered construction project which occurs because of a Covered Cause of Loss which delays the project, and are limited to just these things:

- (1) Additional interest expense on money "you" borrow to finance construction or repair;
- (2) Additional realty taxes and real estate assessments which "you" incur for the period of time that construction has been extended beyond the projected completion date that existed before the "Loss" occurred;
- (3) Additional advertising and promotional expenses which become necessary as a result of a "Loss";
- (4) Additional commissions, which result from renegotiation of leases following an interruption to the project; and
- (5) Additional reasonable and necessary legal, accounting, architectural, artisan or archival consultation expenses which you incur because of a "Loss".

e. Employees' Tools and Work Clothing

"We" cover tools and work clothing of "Employees" for which "you" may be liable while such tools and work clothing are located at job sites or while in transit to or from job sites in "your" "vehicles". "We" shall not be liable for more than \$25,000 in any one "Loss", involving property of a number of

"Employees", or for more than \$2,500 with respect to property of any one "Employee". The deductible clause does not apply to this additional coverage.

f. Equipment Rental Cost Reimbursement

"We" will cover expenses necessarily incurred to rent substitute equipment when Covered Property as described in A.1 and insured by this policy is rendered unusable by a Covered Cause of Loss. You agree to substitute other equivalent equipment at "your" disposal, if available. Our liability for such expense shall not exceed the amount incurred during the period:

- (1) Commencing with the expiration of the "Waiting Period", and
- (2) Ending when such equipment has been, or in the exercise of due diligence and dispatch should have been, repaired or replaced by you, whichever occurs first.

Equipment Rental Cost Reimbursement Coverage shall not be limited by the expiration of this policy.

The "Waiting Period" begins when the "Loss" has been reported to us and continues for twenty-four (24) hours while rental expense is being paid.

The most "we" will pay for Equipment Rental Cost Reimbursement in any one "Occurrence" is \$25,000.

g. Expendable Supplies

"We" will cover fuel, oil, grease and similar expendable supplies, usual to "your" operations, lost or destroyed in a "Loss". The most "we" will pay in any one "Loss" is \$5,000 unless such items are specifically covered for more.

h. Fire Protection Devices

"We" will pay up to \$75,000 in expenses you incur to recharge or refill any fire protection devices discharged as a result of fire or explosion. This additional coverage will not apply while actual work is being performed upon the system or while the system is being tested.

i. "Fungi"

- (1) If "Fungi" results from a "Loss", "we" will pay for the necessary and reasonable cost incurred to test for, monitor, abate, mitigate, remove, dispose of, or remediate "Fungi".
- (2) Coverage provided by this extension applies only if the presence of "Fungi" is reported to "us" within 30 days of the occurrence of the "Loss" that is alleged to have caused this condition.

The most "we" will pay under this coverage extension in any one "Occurrence" or in the "Annual Aggregate" during this policy period is \$25,000 or a higher amount if indicated in the Declarations. The provisions of this extension do not increase any Limits of Insurance provided by this policy.

j. Green Building Certification

"We" will pay additional reasonable registration or certification fees, not to exceed \$25,000, made necessary by a "Loss" to re-register or re-certify "your" building with The United States Green Building Council or Green Building Initiative.

k. Increased Costs of Completing Undamaged Portions of a Building

"We" will pay up to \$100,000 for the increased costs of construction materials and labor "you" incur due to a delay in completing previously undamaged or unfinished portions of a building or structure.

This Additional Coverage shall not apply to any other type of delay, including a delay which existed at the time of the "Loss" or a delay which is not a direct result of Covered Cause of Loss to Covered Property.

l. Indoor Air Quality

"We" will pay additional reasonable expense, not to exceed \$25,000, which becomes necessary as a result of a "Loss" to restore Indoor Air Quality to standards "you" have established in Indoor Air Quality Management Plan in a manner consistent with the procedures specified by the LEED NC® Green Building Rating System of the United States Green Building Council. This includes the additional reasonable and necessary expense to flush out the reconstructed space with 100% outside air and new filtration media following reconstruction in a manner consistent with the procedures

specified by the LEED EB® Green Building Rating System of the United States Green Building Council.

m. Loss Information Expenses

"We" will pay "your" reasonable expenses incurred at "our" request, to assist "us" in adjusting a "Loss". Loss Information Expenses include the cost of taking inventory, performing appraisals and providing documentation to assist "us" in determining the extent of "your" "Loss".

"We" will not pay for costs or expenses for:

- (1) Legal services;
- (2) Public adjusters;
- (3) Appraisals in Section E. Conditions 8. Appraisal below;
- (4) The purpose of negotiating or establishing that a claim is covered by this policy; or
- (5) Any insurance broker, agent, claims consultant or any person or entity acting on their behalf unless requested by "us" in writing.

The most "we" will pay is \$25,000 in any one "Occurrence".

n. Pollutant Cleanup and Removal

"We" will pay "your" reasonable cost to extract "Pollutants" from land or water. The release, discharge or dispersal of the "Pollutants" must result from a "Loss" and must occur during the policy period.

This coverage only applies if no later than 180 (one hundred eighty) days from the date of "Loss" or from the end of the policy period, whichever comes first, "you":

1. Discover the "Loss"; and
2. Report the "Loss" to "us" in writing.

"We" will not pay:

1. The cost to repair, replace or restore property damaged or destroyed by extraction of "Pollutants";
2. The cost to extract "Pollutants" from land or water:
 - a. at any location used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - b. at any location if the "Pollutants" are released, dispersed or discharged from a location which is used for the handling, treatment, storage or disposal of waste unless the policy has been specifically extended to cover property at that location;
 - c. at any location if the "Pollutants" arise out of or are a consequence of nuclear reaction or radiation, or radioactive contamination.
 - d. the cost of testing, evaluating, observing or recording the existence, level or effects of "Pollutants".

The most "we" will pay under this Additional Coverage is \$10,000 in any one year commencing with policy inception. This amount is in addition to the Limit of Insurance shown in the Declarations for all "Covered Property" in any one "Occurrence". If this policy is written for a term of more than one year, "we" will apply this limit separately to each consecutive year of the policy period.

o. Recycling Diversion Expense

"We" will pay additional reasonable expense, not to exceed \$25,000, which becomes necessary because of a "Loss" for the increased costs "you" incur to divert debris caused by or resulting from a "Loss" from "your" covered building to recycling facilities rather than landfills, if such debris can be recycled. Any income or remuneration derived from the recycling shall be used to reduce the "Loss".

P Removal to Preserve Covered Property

"We" will cover "Loss" to Covered Property while being moved to or stored at a temporary location to preserve Covered Property from an imminent threat of "Loss". "We" will also cover "Loss" to Covered

Property while being moved back to the "Site" from a temporary location provided that "you" do so within a reasonable time after the imminent threat of "Loss" has passed.

If "you" remove Covered Property to a temporary location to avoid an imminent threat of "Loss", "you" must inform "us" within ten (10) days of removal or no coverage will apply. This additional coverage does not extend past the policy expiration date.

"We" will pay the necessary and reasonable expenses "you" incur in moving and storing Covered Property to preserve it from an imminent threat of "Loss". The most we will pay under this Additional Coverage is \$25,000 in any one "Occurrence".

q. Reward Coverage

"We" will reimburse "you" for any reward payments "you" make leading to:

- (1) The successful recovery of stolen "Covered Property" involving a Covered Cause of Loss; or
- (2) The arrest and conviction of any persons who have damaged or stolen any of the "Covered Property" involving a Covered Cause of Loss.

The most "we" will pay is \$5,000 in any one "Occurrence". No deductible applies to this Additional Coverage.

r. Scaffolding Forms or Falsework

"We" will cover expenses to erect new scaffolding, forms or falsework when the original scaffolding forms or falsework, covered by this policy has been damaged or destroyed in a "Loss".

s. Service Charges and Responding Fire Departments

"We" will pay up to \$25,000 for fire department services charges that you incur when a fire department is called to save or protect covered property from an insured peril. Fire department service charges mean charges that you assume by contract or agreement prior to loss or charges you are required to pay by local ordinance if the fire department is called to save or protect the Covered Property from a covered cause of loss.

t. Sinkhole Collapse

"We" will pay for "Loss" caused by or resulting from risks of "Loss involving collapse of covered property caused only by "Sinkhole Collapse".

u. Valuable Papers and Records

"We" will pay for "Loss" to replace or restore lost or damaged "Valuable Papers and Records", including those which exist on electronic media for which there are no duplicates.

This Additional Coverage extends only to "Loss" to "Valuable Papers and Records" which are:

- (1) On the construction or installation "Site" or within five hundred (500) feet of the construction or installation "Site", or
- (2) "Valuable Papers and Records" which are in transit to or from the construction or installation "Site".

The most "we" will pay is \$50,000 in any one "Occurrence".

4. Property Not Covered

Covered Property does not include:

- a. Aircraft; watercraft; automobiles, motor trucks licensed for highway use, motorcycles, motor scooters, or any other "Vehicles" designed primarily for highway use; (including motors, equipment and accessories);
- b. Penalties for, or expenses incurred as a result of delay, in completion of contract terms; conditions of noncompliance with contract terms conditions; or from any guarantee of performance or production;
- c. Land or land values;
- d. Water;
- e. Contraband or property in the course of illegal transportation or trade;

- f. Increased costs of construction materials and labor in completing previously undamaged or unfinished portions of a construction project, except as provided in 3. Additional Coverages, k. Increased Costs of Construction Materials and Labor;
- g. Any real property and fixtures that existed prior to the construction or improvements, alterations or repairs, and any real or personal property that existed or was in the course of construction prior to the inception of this policy unless provided by endorsement; and
- h. Any real property, machinery, equipment and fixtures that will be demolished or permanently removed in the course of construction of additions, alterations or repairs.

B. Exclusions

1. "We" will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Ordinance or Law

- (1) The enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion applies whether the loss or damage results from:
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss or damage to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a mine, whether or not mining activity has ceased; or
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b. (1) through (4)** above, results in fire or explosion, "we" will pay for the "Loss" caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or "Volcanic Action", "we" will pay for the "Loss" caused by that fire, building glass breakage or Volcanic Action.

"Volcanic Action" means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

"Volcanic Action" does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

All Earth Movements that occur within any 168-hour period will constitute a single "Occurrence".

This exclusion does not apply to Covered Property insured under Section A.1.a. (1) of this coverage form.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But "we" will pay for "Loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

d. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause whether controlled or uncontrolled. But if nuclear reaction or radiation, or radioactive contamination results in fire, "we" will pay for the "Loss" caused by that fire if the fire would be covered under this coverage form.

e. War and Military Action

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

f. Water

- (1) Flood, surface water, waves tidal water, storm surge, tsunami or the overflow of a body of water, all whether driven by wind or not; or
- (2) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1)

This exclusion applies regardless of whether any of the above, in Paragraphs (1) and (2) is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) and (2), results in fire, explosion or theft, "we" will pay for the "Loss" caused by that fire, explosion or theft if these causes of loss would be covered under this coverage form.

This exclusion does not apply to Covered Property insured under Section A.1.a. (1) of this coverage form.

g. Fungi, Wet Rot and Dry Rot

Presence, growth, proliferation, spread or any activity of "Fungi", or wet or dry rot.

But if "Fungi", or wet or dry rot results in a Covered Cause of Loss, "we" will pay for the "Loss" caused by that Covered Cause of Loss.

This exclusion does not apply:

- (1) When "Fungi", or wet or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in Section A.4 Additional Coverage with respect to "Loss" by a cause of loss other than fire or lightning.

h. Virus, Bacterium or Other Microorganism

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, does not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

This exclusion applies to all coverage under all forms and endorsements that comprise this Coverage Part, including but not limited to forms or endorsements that cover business income, extra expense or action of civil authority.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. "We" will not pay for loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Unexplained disappearance.

- c. Shortage found upon taking inventory.
- d. Dishonest or criminal act committed by:
 - (1) "You", any of "your" partners, "Employees", directors, trustees, or authorized representatives;
 - (2) A manager or a member if "you" are a limited liability company;
 - (3) Anyone else with an interest in the Covered Property, or their employees or authorized representatives; or
 - (4) Anyone else to whom the Covered Property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by "your" employees. But theft by "Employees" is not covered.

- e. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

But if fire results, "we" will pay for the loss or damage caused by that fire if the fire would be covered under this coverage form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

- f. Voluntary parting with any property by "you" or anyone entrusted with the Covered Property.
 - g. Unauthorized instructions to transfer property to any person or to any place.
 - h. Neglect of an insured to use all reasonable means to save and preserve property from further damage at or after the time of loss.
3. "We" will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage to Covered Property by a Covered Cause of Loss results, "we" will pay for the loss or damage to Covered Property caused by that Covered Cause of Loss.
- a. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - b. Wear and tear.
 - c. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, or gradual deterioration.
 - d. Insects, birds, rodents or other animals.
 - e. Rust or other corrosion, dampness or dryness of atmosphere, or changes in or extremes of temperature.
 - f. Mechanical breakdown or derangement, rupture, bursting or disintegration of the rotating or moving parts of machines resulting from centrifugal or reciprocating force; however, "we" will pay for physical damage to any other covered property resulting from these occurrences.
 - g. Any condition or event inside steam boilers, steam pipes, steam engines, or steam turbines, or caused by or resulting from any condition or vent inside such boilers or equipment. But "we" will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - h. Any condition or event inside hot water boilers or caused by or resulting from any condition or event inside such boilers or equipment, other than explosion.

- i. Testing, unless fire or explosion follows. Then "we" will pay the "Loss" caused by such fire or explosion.
- 4. "We" will not pay for loss by or resulting from defective, faulty or inadequate:
 - a. Planning, zoning, development, surveying, siting;
 - b. Design, plan, specification, workmanship, repair, construction, renovation, remodeling, grading or compaction;
 - c. Materials used in repair, construction, renovation or remodeling; or
 - d. Maintenance;

Of part or all of any Covered Property wherever located.

"We" will pay for "Loss" to other Covered Property which is free of the defective, faulty or inadequate condition excluded in 4.a. through d., but is damaged in consequence thereof.

"We" will not pay for any costs or expenses incurred to access Covered Property in order to replace, repair or rectify the defective, faulty or inadequate condition excluded in 4.a through d. above.

For the purpose of this policy and not merely this exclusion, Covered Property shall not be regarded as lost or damaged solely because of the existence of any defective, faulty or inadequate condition excluded in 4.a through d. above.

C. Deductible

"We" will not pay for loss or damage in any one "Occurrence" until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. "We" will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

If more than one deductible is applicable under this Coverage Form, "we" will apply only the highest amount that is applicable.

D. Limits of Insurance

The most "we" will pay for "Loss" in any one "Occurrence" is the applicable Limit of Insurance shown in the Declarations.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Debris Removal Coverage but, if:

- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

"We" will pay up to an additional \$100,000 or 10% of the limit of insurance, whichever is less.

2. "Sinkhole Collapse"

3. "Fungi"

The limits applicable to all other Additional Coverages are in addition to the Limits of Insurance.

E. Conditions

1. Cancellation

The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to "us" advance written notice of cancellation.

- a. "We" may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (i) Ten (10) days before the effective date of cancellation if "we" cancel for nonpayment of premium; or
 - (ii) Thirty (30) days before the effective date of cancellation if "we" cancel for any other reason.
- b. "We" will mail or deliver "our" notice to the first Named Insured's last mailing address known to "us".
- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

- d. If this policy is cancelled, "we" will send the first Named Insured any premium refund due. If "we" cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if "we" have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Changes

This policy contains all the agreements between "you" and "us" concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by "us" and made a part of this policy.

3. Examination of "Your" Books and Records

"We" may examine and audit "your" books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

4. Inspections and Surveys

- a. "We" have the right to:
 - (i) Make inspections and surveys at any time;
 - (ii) Give "you" reports on the conditions "we" find; and
 - (iii) Recommend changes.
- b. "We" are not obligated to make any inspections, surveys, reports or recommendations and any such actions "we" do undertake relate only to insurability and the premiums to be charged. "We" do not make safety inspections. "We" do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And "we" do not warrant that conditions:
 - (i) Are safe or healthful; or
 - (ii) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to "us", but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations "we" may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

5. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums "we" pay.

6. Transfer of "Your" Rights and Duties under This Policy

"Your" rights and duties under this policy may not be transferred without "our" written consent except in the case of death of an individual Named Insured.

If "you" die, "your" rights and duties will be transferred to "your" legal representative, but only while acting within the scope of duties as "your" legal representative. Until "your" legal representative is appointed, anyone having proper temporary custody of Covered Property will have "your" rights and duties, but only with respect to that property.

7. Abandonment

There can be no abandonment of any property to "us".

8. Appraisal

If "you" and "we" fail to agree on the amount of "Loss" to "Covered Property", either one of "us" can ask that the amount of "Loss" be established by appraisal. To start the appraisal process, either "you" or "we" must make the request in writing to the other. Each must then choose a competent, independent appraiser and give the name and address of that appraiser to the other. This must be done within thirty (30) days after the written request for appraisal is received.

The two appraisers must then choose a competent and impartial umpire. If they do not agree on an umpire within fifteen (15) days, either "you" or "we" may have an umpire selected by a court located in the same state as the "Covered Property". The appraisers will then set the amount of the "Loss". A copy of their report will be given to "you" and to "us". The amount they agree upon will be the amount of "Loss".

If the appraisers fail to agree within a reasonable period of time, they will give the umpire a statement of their differences. A written agreement signed by any two of the three will set the amount of the "Loss". "You" will pay "your" appraiser and "we" will pay "ours". The umpire's fee and other appraisal expenses will be shared equally by "you" and "us".

If "we" submit to an appraisal, "we" will still retain "our" right to deny the claim.

9. Duties in the Event of Loss

"You" must see that the following are done in the event of a loss which may be covered by this policy:

- a. Notify the police if a law may have been broken.
- b. Give "us" or "our" authorized representative prompt notice of the loss, including a description of the property involved. "You" must also file with "us" or "our" agent, a detailed sworn proof of loss within sixty (60) days following the loss or damage. "We" will supply you with the necessary forms.
- c. As soon as possible, give "us" a description of how, when and where the loss occurred.
- d. Take all reasonable steps to protect the Covered Property from further damage and keep a record of "your" expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. Also if feasible, set the damaged property aside and in the best possible order for examination. If "you" move the property to a safe place, that property will continue to be covered, and "we" will reimburse "you" for the reasonable expenses for doing so. "You" must tell "us" as soon as practical that "you" have moved the property to a safe place. Any payments "we" make under this provision are within the applicable Limits of Insurance.
- e. "You" will neither, admit liability, nor, except at "your" own cost, voluntarily make a payment, assume any obligation, or incur any expense without "our" consent.
- f. As often as may be reasonably required, permit "us" to inspect the property proving the "Loss" and examine "your" books and records.

Also permit "us" to take samples of damaged and undamaged property for inspection, testing and analysis, and permit "us" to make copies from "your" books and records.

- g. "We" may examine any insured under oath, while not in the presence of any other insured (or any officer, director, "Employee", independent contractor, agent or representative of any insured) and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's (or any officer, director, employee, independent contractor, agent or representative of any insured's) answers must be signed.
- h. Immediately send "us" copies of any demands, notices, summonses or legal papers received in connection with the claim or "Suit".
- i. Cooperate with "us" in the investigation, settlement or defense of the claim or suit.

10. Insurance under Two or More Coverages

If two or more of this policy's coverages apply to the same "Loss", "we" will not pay more than the actual amount of the "Loss" not exceeding the applicable Limit of Insurance.

11. How Covered Property Will Be Valued in the Event of "Loss"

a. Actual Cash Value

If a "Loss" occurs and the valuation basis shown in the Declarations applicable to the Covered Property is Actual Cash Value, "we" will determine the value of the lost or damaged property at Actual Cash Value as of the time of the "Loss".

b. Replacement Cost

If a "Loss" occurs and the valuation basis shown in the Declarations applicable to the Covered Property is Replacement Cost:

- (1) "We" will determine the value of the lost or damaged property at Replacement Cost as of the time of "Loss", except as provided below.

- (2) "You" may make a claim for "Loss" covered by this insurance on an Actual Cash Value basis instead of a Replacement Cost basis. In the event you elect to have "Loss" settled on an Actual Cash Value basis, "you" may still make a claim for the addition coverage which Replacement Cost provides if "you" notify "us" of "your" intent to do so within 180 days after the loss or damage.
- (3) "We" will not pay on a Replacement Cost basis for any "Loss" until the lost or damaged property is actually repaired or replaced.
- (4) "We" will not pay more for the "Loss" on a Replacement Cost basis than the least of the following:
 - (a) The limit of insurance applicable to the lost or damaged property;
 - (b) The cost to replace, on the same premises, the lost or damaged property with other new property:
 - (i) Of like kind and quality; and
 - (ii) Used for the same purpose; or
 - (c) The amount "you" actually spend that is necessary to repair or replace the lost or damaged property.

c. "Stated Value"

If a "Loss" occurs and the valuation basis shown under the declarations is "Stated Value", "we" will determine the value of the lost or damaged property at Stated Value as of the time of the "Loss" according to the dated schedule on file with "us".

12. Loss Payment

- a. "We" will give notice of "our" intentions within thirty (30) days after we receive the sworn proof of loss or a judgment against "you".
- b. "We" will not pay "you" more than "your" financial interest in the Covered Property.
- c. "We" may adjust any "Loss" with the owners of Covered Property if other than "you". If "we" pay the owners, such payments will satisfy "your" claim against "us" for "your" legal liability for Covered Property owned by others. "We" will not pay the owners more than their financial interest in the Covered Property.
- d. "We" will pay for a "Loss" within 30 days after "we" receive the sworn proof of loss if "you" have complied with all the terms of this Coverage Part and:
 - (i) "We" have reached agreement with "you" on the amount of the "Loss"; or
 - (ii) An appraisal award has been made.
- e. "We" will not be liable for any part of a "Loss" that has been paid or made good by others.

13. Other Insurance

- a. "You" may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If "you" do, "we" will pay "our" share of the covered "Loss". "our" share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If other insurance covers the same "Loss", other than that described in a. above, "we" will pay only for the amount of covered "Loss" in excess of the amount due from that other insurance, whether "you" can collect on it or not. But "we" will not pay more than the applicable Limit of Insurance.

14. Pair, Sets or Parts

a. Pair or Set

In case of "Loss" to any part of a pair or set, "we" will pay no more than the least of the following:

- (i) The cost to repair or replace any part to restore the pair or set to its value before the "Loss"; or
- (ii) The difference between the values of the pair or set before and after the "Loss".

b. Parts

In case of "Loss" to any part of "Covered Property" consisting of several parts when complete, "we" will only pay for the value of the lost or damaged part.

15. Loss Payee

"We" will pay "you" and any loss payees, including blanket loss payees, as the interest of each may appear in a written agreement with "you" prior to a "Loss".

"You" will supply the name address and telephone number of each loss payee in the event of a "Loss".

16. Recovered Property

If either "you" or "we" recover any property after loss settlement, that party must give the other prompt notice. At "your" option, the property will be returned to "you". "You" must then return to "us" the amount "we" paid to "you" for the property. "We" will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

17. Reinstatement of Limit after Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total "Loss" of a scheduled item, or if an annual aggregate is exhausted.

18. Transfer of Rights of Recovery against Others to "Us"

If any person or organization to or for whom "we" make a payment under this Coverage Part has rights to recover damages from another, those rights are transferred to "us" to the extent of "our" payment. That person or organization must do everything necessary to secure "our" rights and must do nothing after "Loss" to impair them. If that person or organization does anything to impair "our" rights after a "Loss", "we" will not have to pay the "Loss". But "you" may waive "your" rights against another party by giving notice to "us" and the other party in writing:

- a. Prior to a "Loss".
- b. After a "Loss" only if, at time of "Loss", that party is one of the following:
 - (i) Someone insured by this insurance; or
 - (ii) A business firm:
 - (a) Owned or controlled by "you"; or
 - (b) That owns or controls "you".

This will not restrict "your" insurance.

19. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by "you" or any other insured, at any time, concerning:

- a. This Coverage Form;
- b. The Covered Property;
- c. "Your" interest in the Covered Property;
- d. A claim under this Coverage Form.

20. Acts by Others beyond "Your" Control

Any act or neglect of any person other than "you" beyond "your" direction or control will not affect this insurance. The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of "Loss", the breach of condition does not exist.

21. Legal Action against "Us"

- a. "You" may not bring a legal action against "us" for "Loss" to Covered Property under this coverage form unless:
 - (i) There has been full compliance with all the terms of this coverage form; and
 - (ii) The action is brought within two (2) years after "you" first have knowledge of the "Loss".

If the state law applicable to this coverage requires a different time period within which suit may be brought, this provision is amended to conform to such law.

22. No Benefit to Bailee

No person or organization, other than "you", having custody of Covered Property will benefit from this insurance.

23. Policy Period

"We" cover "Loss" commencing:

- a. During the policy period shown in the General Declarations the policy period begins and ends at 12:01 a.m., Standard Time, at "your" address shown in the General Declarations. But if this policy replaces a policy which expires at noon Standard Time on the effective date of this policy, then this policy will not be effective until the policy being replaced expires. In those states which require policy periods to begin and end at noon Standard Time, this policy will begin and end at noon Standard Time; and,
- b. Within the coverage territory.

24. "Your" Name and Address

"Your" name and address as the Named Insured shall be as specified in the General Declarations.

25. The Declarations

The Declarations show "you" which coverages "you" have purchased and the limits of insurance that apply. "You" have only those coverages and amounts of insurance. If this coverage applies only at specified locations, they are shown in the Declarations.

By accepting this policy, "you" agree that:

- a. The statements in the Declarations are "your" agreements and representations; and
- b. That this policy is issued in reliance on the truth of such representations.

26. Coverage Territory

"We" cover property wherever located within:

- a. The Continental United States of America;
- b. Alaska;
- c. Hawaii;
- d. Puerto Rico; and
- e. Canada.

27. Salvage Recovery

In the event of any salvage recovery resulting from a Covered Cause of Loss, such salvage recovery shall be paid first to "us" up to the full amount of the covered "Loss", and then to "you".

28. Partial Loss, Waiver of Depreciation

If, under the valuation basis specified in the Declarations, Actual Cash Value is specified for the item included, no deduction shall be taken on the adjustment of any partial loss that does not exceed 20% of the Actual Cash Value of the item involved.

If two or more items are involved in the same loss occurrence, this condition shall apply to each item separately.

29. Sanctions

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

F. Definitions

- 1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 3. "Loss of Earnings" means the actual loss of net earnings which result from the project's delay.
- 4. "Rental Value" means the actual loss of net rental income (net profit or loss before income taxes) that would have been earned if there had been no "Loss", less charges and expenses that do not continue during the period of delay.
- 5. "Sinkhole Collapse" means the sudden sinking or collapse of land into underground empty space created by the action of water on limestone or dolomite. It does not include the cost of filling sinkholes or sinking or collapse of land into man-made underground cavities.

6. "Site" means one of the locations where "you" are working with Covered Property that is insured by this policy.
7. "Stated Value" means the Limit of Insurance, or no more than the proportion of loss of property bears to the limit of insurance shown under the schedule.
8. "Structure" means property, other than buildings, that are constructed by "you" and insured by this policy.
9. "Loss" means direct and accidental physical loss, destruction or damage caused by a Covered Cause of Loss external to any Property.
10. "Vehicle" means a land motorized vehicle, private passenger type vehicle, truck, tractor, trailer, semitrailer or dolly used to convert a semitrailer into a trailer.
11. "Occurrence" means any one "Loss", catastrophe, disaster, casualty or series of "Losses", catastrophes, disasters or casualties arising out of one event.
12. "Employee" means:
 - a. Any natural person:
 - (1) While in "your" service; and
 - (2) Whom "you" compensate directly by salary, wages or commissions; and
 - (3) Whom "you" have the right to direct and control while performing services for "you"; or
 - (4) Any natural person employed by an employment contractor while that person is subject to "your" direction and control and performing services for "you".
 - b. But "Employee" does not mean any:
 - (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character unless an owner operator "you" have hired;
 - (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee; or
 - (3) "Employee" for whom similar prior insurance has been cancelled and not been reinstated since the last cancellation.
13. "Fire Resistive" means buildings where the exterior walls, floors and roof are constructed of masonry or fire resistive material with a fire resistance rating of two hours or more. Also included are buildings that are constructed of masonry materials with floors, joist members and roofs of metal or steel construction.
14. "Frame" means any building which in its finished form, is composed of more than 20% wood frame construction.
15. "Joisted Masonry" means any building with exterior walls that are constructed of masonry materials such as brick, concrete, hollow concrete block, stone or similar material with floors or roof joist members of wood construction. This would include tilt-up construction.
16. "Non-combustible" means any building where the exterior walls and floors are constructed of and supported by unprotected metal or steel.
17. "Masonry Non-combustible" means buildings with exterior walls or masonry that are not less than four inches thick or buildings with exterior walls of fire resistive construction with a fire resistance rating of not less than one hour.
18. "Modified Fire Resistive" means buildings with exterior walls, floors and roofs of masonry materials or fire resistive materials with a fire resistance rating of less than two hours, but no less than one hour.

NOTARY STATEMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) §
)

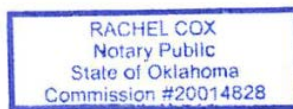
I, Rachel Cox, Notary Public in and for said
County and State, do hereby certify that on this 14th day of
March 2025, Tim Lunday,
personally known to me to be the same person and official who executed the above and
foregoing instrument as President appeared before me in person and
acknowledged that, as such official, he/she executed the above instrument as his/her free and
voluntary act on behalf of Ellsworth Construction OKC, LLC dba A-Tech Paving pursuant to authority
conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last
above written.

Rachel Cox

Notary Public

My commission expires:
December 8, 2028



My commission #:
20014828

THE CITY OF OKLAHOMA CITY
CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Contract, the Contractor agrees as follows:

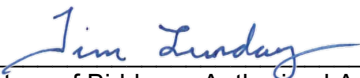
- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Contractor's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the Contracting Public Entity. The Contractor may be declared by the Contracting Public Entity ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or Subcontractors.
- C. The Contractor agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above and agree to abide by these requirements:

This form must be fully completed and signed by the Contractor or Contractor's Authorized Agent.

Ellsworth Construction OKC, LLC dba A-Tech Paving

Name of Individual, Partnership, Limited Liability
Company, or Corporation hereinafter called Bidder



Signature of Bidder or Authorized Agent

Tim Lunday, President

Type or print name and title of person who signed above

This Certificate is required by Oklahoma City Municipal Code, Chapter 25, Article III § 25-41,
as incorporated by reference in the City of Oklahoma City's *Standard Specifications for the
Construction of Public Improvements* or otherwise in the Bidding Documents.