

EMERGENCY CONTRACT

THIS EMERGENCY CONTRACT "Contract" is made and entered into, by and between the Oklahoma City Water Utilities Trust, herein referred to as the "Contracting Entity" and Southwest Water Works LLC, herein referred to as the "Bidder."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain Emergency Bid Specifications and requested by notice that informal Bids be submitted for an Open Market Purchase thereon; and

WHEREAS, Bidder, in response to said notice, has submitted to the Contracting Entity a Bid; in accordance with the Emergency Bid Specifications; and

WHEREAS, the Contracting Entity has determined Bidder to be the lowest responsible Bidder and has awarded, this Contract in the amount not to exceed two million dollars (\$2,000,000).

NOW, THEREFORE, that in consideration of the covenants, agreements, and representations as hereinafter set forth, it is mutually agreed by the parties that:

- 1. Performance.** The Bidder agrees to timely deliver to the Contracting Entity the Bid Items specified on the Emergency Bid Specifications, which is attached hereto as "**Exhibit A – Scope of Work**" and made a part of this Contract.
- 2. Term.** This Contract shall commence upon the execution of last party hereto to sign ("Effective date") and continue until the Emergency described in the Scope of Work is resolved. Provided however, this Contract shall not exceed beyond one (1) year of the Effective Date.
- 2. Firm Bid Price.** The Bidder agrees that their submitted Unit Price Bid, which is attached hereto as "**Exhibit B – Unit Price Bid**", will remain firm throughout the term of this Contract. The parties assume and understand that the variables in the Bidder's cost of performance or provision may fluctuate; consequently, the parties agree any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Contract nor excuse performance or delay on the Bidder's part.
- 3. Conformity.** The Bidder expressly warrants that all Bid Items will conform to the Scope of Work which is hereby incorporated; and further warrants that the same shall be of good material and workmanship, and free from defects.
- 4. Risk of Loss.** The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of Bid Items by the Contracting Entity. The Bidder assumes all risks incident to or in connection with this Contract and shall indemnify, defend and save the Contracting Entity and the City of Oklahoma City harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless

Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

5. Payment. The Contracting Entity agrees to pay to the Bidder in accordance with the Scope of Work for the actual Bid Item accepted at the Unit Price Bid and upon the proper and timely invoicing by the Bidder, and approval by the Contracting Entity of a verified claim for the amount due.

6. Non-Discrimination Statement. The Bidder agrees, in connection with the performance of work under this Contract:

A. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry, disability and any class protected pursuant to federal and/or state law. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry, disability or any other federally protected or state-protected class. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

B. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment a copy of this Non-Discrimination Statement and that the Bidder agrees to include a copy of this non-discrimination requirement in any subcontracts connected with the performance of this Contract.

C. In the event of the Bidder's non-compliance with the above non-discrimination requirement, this Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Contracts[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

7. Non-Collusion Statement.

A. I certify that:

1. I am authorized to represent the Bidder and confirm no collusion or improper conduct occurred regarding this Bid or acquisition.
2. I am fully aware of all facts related to this Bid and have been directly involved in its preparation.
3. Neither the business entity that I represent nor anyone under its control has:
 - a. Engaged in collusion to restrict competition or fix Bids;
 - b. Colluded with state officials or employees regarding contract terms; or
 - c. Exchanged money or favors for special consideration in the prospective contract.

B. I certify, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control, has or will pay, give, or donate money or anything of value, directly or indirectly, to any state officer or employee to procure this Contract.

8. Entire Agreement. This Contract, including the attachments herein, constitute the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement,

oral or otherwise, which is not contained in or attached to this Contract. This Contract may not be modified or assigned unless approved in writing and signed by both parties.

9. Insurance. The Bidder shall carry during the term of this Contract, Commercial General Liability, Property Damage Insurance and workers' compensation insurance with responsible insurance underwriters authorized to do business in the State of Oklahoma and acceptable to the Contracting Entity. Such insurance must name and protect the City of Oklahoma City and the Contracting Entity, individually and jointly, from all claims for injury or death to persons and from property damage or loss arising from acts or omissions by the Bidder. The amounts of the insurance coverage available and applicable to each act or occurrence and to each insured and additional insured shall not be less than the maximum cumulative liability exposure of the City of Oklahoma City and the Contracting Entity as set out in 51 O.S. §§ 151 et seq. (Governmental Tort Claims Act), and any successor, addition, or amendatory statutes. The Bidder's insurance certificate is attached and incorporated herein as "**Exhibit C - Certificate of Insurance**" and cannot be cancelled or materially modified without thirty (30) calendar days' written notice to the Contracting Entity. This Contract will be terminated by the Contracting Entity if the insurance coverage lapses or is terminated.

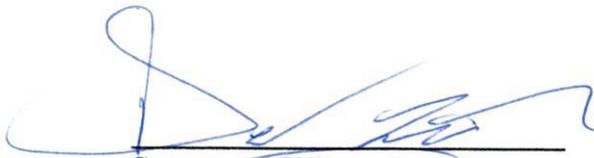
10. Performance Bond. Bidder shall, at its own cost, provide a Performance Bond made in favor of the Contracting Entity which is otherwise attached and incorporated herein as "**Exhibit D – Performance Bond**". The Performance Bond, must be issued by a bank or insurance company authorized by the State of Oklahoma, guaranteeing the Bidder's full and faithful execution of the Project and performance of the Contract in accordance with this Contract, and any Change Order or Amendment to the Contract, and provide for the protection of the Contracting Entity and all property owners against any damage by reason of acts or omissions of the Bidder or the improper execution of the Project or the use of inferior materials. No payment will be issued until the required Performance Bond and claim form have been obtained by the Bidder and approved by the Contracting Entity. The Performance Bond must be in the amount equal to the total amount of the award and must be submitted to the Contracting Entity.

11. Termination. The Contracting Entity reserves the right to terminate this Contract, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity. Any such termination will be effective upon notice delivered to the Bidder specifying the extent to which performance or services is terminated, and the date the termination becomes effective.

12. Governing Law. This Contract shall be governed by the laws of the State of Oklahoma and the parties agree that the venue for any dispute will only be a state or federal court in Oklahoma County, Oklahoma.

13. Compliance with Applicable Law. The Bidder shall be responsible for complying with all applicable federal, state, and local laws.

This Contract was executed by the Bidder, Southwest Water Works LLC, on this 8th day of April, 2025.



Secretary (Witness)

By: 

As: C.O.O.

Of: Southwest Water Works LLC

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 22ND day of APRIL, 2025.

ATTEST:

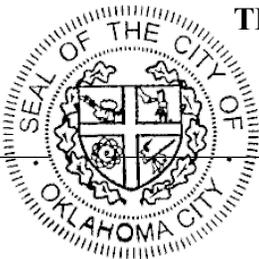
OKLAHOMA CITY WATER UTILITIES TRUST

Amy K. Simpson Secretary  J. D. [unclear] Chairman

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City of Oklahoma City this 6TH day of MAY, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson City Clerk  David Holt Mayor

Reviewed for form and legality.

Frank Green
Assistant Municipal Counselor

EXHIBIT A- Scope of Work

OCWUT Line Maintenance Water Main Service

I. GENERAL INFORMATION

The Oklahoma City Water Utilities Trust (OCWUT) is the state's largest drinking water provider, treating and delivering an average of 100 million gallons of water daily to more than 1.4 million residents through retail and wholesale service connections. OCWUT finances municipality-owned critical assets to deliver the water services as well as wastewater services. The OCWUT service area includes the corporate limits of Oklahoma City (City) (~621 square miles), select cities within our combined statistical area, and areas along the raw water pipelines to Lakes Atoka and McGee Creek. The Trust's customer base has been steadily growing with the number of water and wastewater customers reaching 236,445 and 223,647, respectively, in fiscal year 2023. The City of Oklahoma City Utilities Department (Utilities Department) manages the operation of these critical services, which are distributed over a vast geographical area that consists of approximately 4,245 miles of pressurized water mains, service lines, gravity mains, and the Atoka raw water line. Of that total, there are approximately 3,400 miles of pressurized mains ranging from 4 to 12 inches in diameter and 700 miles of water service lines.

The purpose of this OCWUT bid is to obtain water main construction services on 4-inch to 12-inch diameter distribution mains, restore service to water line breaks, service leaks and valves and other related services at various locations citywide. The projects and services under this Contract shall be performed by prequalified Bidders on a flat rate basis for labor and equipment as identified by the Utilities Department's Line Maintenance Division. Materials will be supplied by OCWUT. The Line Maintenance Division intends to issue purchase orders for projects under this Contract to complete and restore service to water line breaks, service leaks and valves. The Line Maintenance Division has an estimate of 200 repairs needed for water line breaks in the City. This repair estimate is subject to change and may result in fewer or additional repairs.

It is anticipated the awarded Bidder(s) may receive additional purchase orders if Line Maintenance staff is unable to keep up the work demand as described in this Scope of Work (Work).

II. SCOPE - Project Location and Purchase Order Issuance

A Pre-Work Conference will be held with the Bidder(s) and the Line Maintenance Division to establish the conditions of Scope of Work, sequencing of locations, repairs or installations, coordination efforts required for water isolation, estimated time of completion for each task, commencement date and estimated cost. One purchase order will be issued with a project number. The Work consists of furnishing all labor and transportation required for the installation or repair of mains, service lines, valves, and appurtenances with the least interference of service to customers and the City.

III. TECHNICAL SPECIFICATIONS

General

All Work must be performed by the successful Bidder unless written approval from the OCWUT General Manager or designee is obtained in advance for subcontracting services, including but not limited to boring, dewater, traffic control work, or any other specific services.

Sub-contracting work performed without prior written approval from the ordering department's authorized representative shall constitute an unauthorized purchase.

The successful Bidder must submit to OCWUT an itemized invoice for labor and/or equipment from the sub-Bidder for work performed to constitute as an authorized claim for payment. The Bidder's direct costs must be shown on the invoice for all subcontracted services and equipment.

The Bidder shall comply with the City of Oklahoma City Standard Specifications for Construction of Public Improvements, and to the supplemental Section 1510 regarding clamps in the performance of main repairs, which is as follows:

1510.01 – DESCRIPTION

This section covers the repair of pipe defects causing leaks from the existing water mains. The main repair is made by excavation at the defect location. Water main repairs will utilize pipe clamps. Replacement of water mains will be with the use of new pipe and couplings connecting to the existing pipe.

If no City leak is found, the excavation fee will apply.

1510.02 – MATERIALS

All materials will be supplied by Line Maintenance. The Bidder is responsible for checking out materials for the work order from the Line Maintenance facility/warehouse located at 621 N. Pennsylvania, Oklahoma City. This includes backfill material and asphalt required in the case of pavement removal.

1510.04 – CONSTRUCTION METHODS

All main repairs require prior approval of the Project Manager.

- Pipe and fittings for main repairs shall be installed according to provisions set forth in Section 505.
- Trench excavation and backfill shall be accomplished in accordance with Section 212.
- Bidder shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.
- The length of any water main repair shall be a minimum of twelve inches (12”).

1510.06 – METHOD OF MEASUREMENT

Payment for Repair or installation shall be made at the unit price bid. The price established shall include all labor and transportation costs for excavation, replacement, clean up, and incidentals necessary to complete a main repair.

Repairs and remediation of the site that include, but are not limited to sod, trees, shrubs, hedges, mailboxes, sprinkler lines, meter boxes, driveways, sidewalks, or paving that result from necessary work established in this Scope of Work shall be repaired or replaced by OCWUT. However, any damage that occurs due to the negligent acts or omissions or willful misconduct of the Bidder(s), their agents, employees, or staff will result in the Bidder's sole responsibility to reimburse OCWUT for the total amount of damages, including interest for three percent (3%) of the total damages. Bidder(s) must take photos, document the damage, and immediately notify the Field Operations Supervisor. Every effort shall be made to keep landscape and concrete repair to a minimum and shall be backfilled by the Bidder to grade using the approved methods described herein.

1510.07 – BASIS OF PAYMENT

The items measured as provided above will be paid at the pricing agreement unit price bid.

IV. GENERAL PROVISIONS

- 1. Standard Specifications/Standard Details** - The provisions of these Bidding Documents incorporate and are complementary to the Standard Specifications for Construction of Public Improvements and Standard Details and only supersedes and takes precedence over any provision in the Standard Specifications for Construction of Public Improvements or Standard Details, which conflict with or diminish the effect of these Bidding Documents. The Oklahoma City *Standard Specifications for Construction of Public Improvements* ("Standard Specifications") and Oklahoma City *Standard Details* ("Standard Details") are incorporated herein by reference.
- 2. Licenses/Permits** - The Bidder must obtain all licenses and permits required by the City of Oklahoma City, and applicable city, county, State and federal regulations and laws.
- 3. Quantities** - The Bidder, or the authorized representative from the Bidder, must meet with the Field Operations Supervisor at the end of each workday to establish and agree on the amount of the quantities. The Bidder must provide the Field Operations Supervisor with daily invoices of quantities of bid items obtained. These quantities will be entered in the Field Operations Supervisor's daily report and shall be the basis for the final quantities estimate.
- 4. Incidental Work**- Any item not covered in the Bid or NOT shown in the summary of quantities in the **Item Price List** shall be considered as incidental to construction for which the Bidder is responsible and will not receive additional payment.

5. **Supervision** – Notwithstanding any requirement to perform Work for any Project, neither the OCWUT nor Oklahoma City will recognize any subcontractor acting as a supervisor related to this Work. When Work is in progress, the Bidder shall always be present at the project site of the Work either in person or by a qualified and approved superintendent employed by the Bidder who shall be in direct charge of all operations.
6. **Emergency Work Hours** - Unless otherwise directed by the Purchase Order, the Bidder must mobilize and start Work within two hours of receiving a verbal Notice to Proceed or written Purchase Order, whichever comes first. The Bidder must work continuously until the project is completed including nights, weekends, and holidays. Provided, however, the Purchase Order may require a tap or tie in which must be performed during certain hours.
7. **Invoices** - Invoices must include the date of completion for each Work project. Bidder must notify the Field Operations Supervisor when the Work is completed in order for the City to begin the restoration. All monthly invoices for Projects shall be delivered to the following address for processing:
Attn: Finance Operations
Utilities Department
420 W. Main Street, Suite 500
Oklahoma City, OK 73102 Email:
LMutilityrepairs@okc.gov
- If electronically signed copies of the Uniform Vouchers/Claim Forms and Invoices are submitted, please email them. If hard copies are submitted, please submit two (2) copies of Uniform Vouchers/Claim Forms and Invoices, along with the copy of the Purchase Order submitted or PO number on the claim form.
8. **Testing** – All tests must be in accordance with the Standard Specifications and Standard Details. All costs of conducting tests on bid items or the Projects, which meet specification requirements will be paid by the OCWUT. All costs of conducting tests on bid items or Projects, which do not meet specification requirements will be deducted from Bidder's Uniform Vouchers/Claim Forms and Invoices for OCWUT cost reimbursement.
9. **Correction of Work after Final Payment** - Neither the final certificate nor payment nor any provision in the Contract Documents will relieve the Bidder of responsibility for defective materials or workmanship. The Bidder must remedy any defects related to defective materials or workmanship and pay for any damage to property or other work resulting therefore, which appears or is identified within a period of two (2) years from the date of formal acceptance of the Contract (not each Project) by the OCWUT.
10. **Removal of defective and unauthorized Work** – All Work which has not been authorized or has been rejected or condemned or which is defective must be timely repaired or if it cannot be satisfactorily repaired, it must be timely removed and replaced by

the Bidder at the Bidder's expense. Defective, rejected, and condemned materials or workmanship must be removed immediately from the Project and project site.

Work done without project lines and grades; Work done beyond the project lines or not in conformity with the grades shown on the plan, or the Standard Specifications or the Standard Details or in the Purchase Order; Work done without proper inspection; or any extra or unclassified Work done without written authority by change order or amendment

will be considered unauthorized. Unauthorized Work will not be measured or paid. Unauthorized Work may also be ordered removed by the Bidder at the Bidder's expense.

If the Bidder fails to immediately and satisfactorily repair or remove and replace, any rejected, defective, unauthorized, or condemned work or materials, the OCWUT will, after giving written notice to the Bidder, have the authority to have defective Work remedied or removed and replaced by others and will deduct the cost thereof from any compensation due to the Bidder. At the OCWUT's sole discretion, the OCWUT may accept rejected, defective, unauthorized, or condemned Work or materials and make an equitable deduction from the Contract payment due the Bidder.

- 11. Protection and restoration of property** - The Bidder may not enter upon private property for any purpose without first obtaining permission from the property owner. The Bidder is responsible for the preservation of private property. Bidder will use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks etc., to all water, sewer, gas, or electric lines and appurtenances, and to all other public or private property, facilities, and improvements along within, or adjacent to the Work. The Bidder must notify the proper representatives of any public service or utility corporation and company, or any individual not less than twenty-four (24) hours in advance of any Work, which may damage or interfere with the operation of such property, along, within, or adjacent to the Work. The Bidder is responsible for all damage or injury to property, or any character resulting from an act, omission, neglect, or misconduct in the manner or method of executing the Work or a Project. When and where any such direct or indirect damage or injury is done to public or private property due to an act, omission, neglect, or misconduct in the execution of Work or Project or the non-execution of the Work or Project, the Bidder must make good for such damage or injury by payment of damages.
- 12. Utility alteration** - When an Oklahoma City or OCWUT utility asset alteration is a part of the Work to be performed by the Bidder as a part of this Contract, such Work shall be done in conformity with the requirements of the Standard Specifications and Standard Details for new Work of this type. The cost of any such alteration must be included by the Bidder in cost of other bid items, unless otherwise expressly shown in **Price List**.
- 13. Control of the Work** – All Work shall be done under the supervision of OCWUT's General Manager, and his designated representatives, (collectively "Assigned Representatives") and to their satisfaction. The Assigned Representatives have the right to

establish any sequence or priority of operations for this Project. The Assigned Representatives will determine the amount of Work performed and if the quality of Work meets the Contract Documents. Assigned Representatives' decisions and estimates are final.

14. Tapping Operations – When using tapping sleeves with the appropriate valves, all tapping operations are to be made in accordance with the recommendations of the pipe manufacturer involved. Tapping operations must be conducted in the presence of an OCWUT's Assigned Representatives. Tapping saddles will not be accepted.

- 15. Maintaining Access** – The Bidder is responsible for safely managing traffic flow and maintaining continuous vehicle and pedestrian access to all businesses and homes unless specifically authorized by OCWUT’s Assigned Representative. If there is only one access point, temporary access must be constructed and maintained until the original access is re-established. The Bidder will coordinate the driveway cut with the respective business or property owner.
- 16. Traffic Control Devices** – The Bidder is responsible for the replacement or repair of traffic control devices and conduits damaged or relocated during construction, which shall be considered as **incidental** work and costs included in other work.
- 17. Construction zone clearing and restoration** – The Bidder must use every precaution necessary to prevent damage to all trees, shrubs, bushes, sod, vegetation, fences, sidewalks, driveways, pavement, etc. (collectively referred to as “private property” adjacent to the line of construction and outside the Project site. The Bidder shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the Work. Until formal written acceptance by the OCWUT, the work shall be under the charge and care of the Bidder.

The removal, repair, or replacement of property not listed separately as a unit price bid item, will not be paid for directly as such, but are considered **incidental** work, and the cost must be included by Bidder in listed unit price bid items. Where sidewalks and paved driveways are to be removed and replaced, Bidder will be paid at the unit price bid item. Gravel or dirt driveways must be restored to an equal or better than original condition and cost of same are **incidental** work and will not be paid for separately but must be included by Bidder in other unit price items.

- 18. Establish Condition of Property** – The condition of real property and private property will be established by the pre-Work videos and pictures. If the Bidder fails to establish the condition of the property, then Bidder will replace any damaged or relocated property with new property at Bidder’s cost and will not be paid for directly as such, but are considered **incidental** work, and the cost must be included by Bidder in listed unit price items.
- 19. Flushing the water main** – The site for flushing must be selected by the Bidder subject to the approval of OCWUT’s Assigned Representative and must include adequate provision for dechlorinating and drainage that does not discharge onto private property, into nearby creeks or streams, or into the City storm drainage system without authorization and approval of OCWUT’s Assigned Representative. Bidder must pay for all potable water used for flushing and such cost is considered **incidental** and the Bidder must include the cost in other unit bid prices. (Bidder is responsible for flushing and de-chlorination.)

21. Trench Excavation – Trench excavation for pipelines will consist of excavation necessary for the construction of water lines and all appurtenant facilities therefore, including vaults, valves, service lines, specials, fittings, appurtenances, saddles, pipe embedment materials, and pipe protection. It shall include site preparation, backfilling, and tamping of pipe trenches and backfilling, compaction, and tamping around structures and the disposal of waste materials, all of which must conform to the applicable provisions of the Standard Specifications for the Construction of Public Improvements.

22. Unsuitable Foundation – Whenever mulch, quicksand, soft clay, swampy material, or other material unsuitable for foundations or sub-grade are encountered which extend within the limits of the excavation, such material must be removed and replaced with pipe foundation material. The pipe foundation material shall be crushed stone material meeting the following graduation requirements:

Nominal Sieve Size	Percent Passing
2 inch	100%
½ inch	<30%

The foundation material must be power tamped in six-inch layers. Pipe foundation material as described herein will be measured for payment only in specific locations where its use is authorized in writing by the OCWUT Assigned Representative before the Work is performed.

23. Public Trench Safety – All trenches left open must be protected by barriers and/or fences to safeguard the public from accessing the open trench. The Bidder is liable for all incidents regarding the safety and protection of any open trench.

24. Protection of Work – In all cases where materials, supplies, or equipment are deposited along open trenches, the materials, supplies or equipment must be placed so that in the event of rain no damage will result to the Work, materials, supplies, equipment, or adjacent property.

25. Protection of existing structures – The Bidder must provide all necessary sheeting, shoring, and other bracing and supports to protect existing structures, facilities, and improvements adjacent to the construction. This Work and any expense or cost is **incidental** to the Work and Project, will not be paid for separately, and must be included by the Bidder in the unit price bid items.

26. Shoring, Shoring, and Bracing – The sides of all excavations must be sufficiently sheeted, shored, and braced to prevent slides, cave-ins, settlement, or movement of the bank. The Bidder must maintain the excavation clear of obstructions that will in any way, hinder or delay the progress of the Work or endanger workmen. Wood or steel sheet piling designed by the Bidder's registered professional engineer licensed in the State of Oklahoma must be used. All sheeting, shoring, and bracing must have sufficient strength and rigidity to withstand the pressures exerted. The Bidder must maintain the walls of

the excavation properly in place and protect all persons and property from injury or damage.

Whenever excavations are made adjacent to existing buildings or other structures or in paved streets or alleys, the Bidder must take particular care to sheet, shore, and brace the sides of the excavation adequately to prevent any undermining of or settlement beneath such buildings, structures, or pavement.

The Bidder will be liable for and responsible to restore any damage to any property or injury to any person that results from his operations.

Sheeting, shoring, or bracing materials must not be left in place unless as shown in the plans or permitted by the OCWUT's Assigned Representative. Such materials must be removed in such manner as will not endanger or damage the pipe, Work, Project, or any existing buildings, structures, paving or property, either public or private, in the vicinity, and must be removed so as to avoid cave-ins or slides. All trench sheeting, shoring, and bracing must be left in place until the trench has been backfilled one foot above the top of the pipe.

Sheeting, shoring, and bracing are considered **incidental**, and an integral part of the excavation Work and no direct payment will be made therefore, but are considered **incidental** work, and the cost must be included by the Bidder in listed unit price bid items.

27. **Control Water** – Existing valves, pipelines, and structures may leak in the closed position. The Bidder shall provide whatever means and equipment necessary to de-water and control water during construction. The labor, equipment, and materials associated with this Work is considered **incidental** and shall be included in the cost of other unit price items.
28. **Dewatering** – Groundwater levels along the Project will vary depending on rain events, seasonal variations, and subsurface conditions. All de-watering shall be considered **incidental** and included in the cost of other unit price items.
29. **Dewatering excavation area** – The Bidder must provide and maintain ample equipment with which to remove all water from every source which enters excavations for pipelines, structures, and appurtenances. Dewatering operations must ensure dry excavations and the preservation of the elevations of the bottoms of the excavations. The Bidder will not allow surface water to enter excavated areas.

Where areas to be excavated are located under water surfaces or near the banks of flowing streams or other bodies of water, the Bidder may adopt and carry out any method of dewatering the Bidder may deem feasible for the performance of the excavation work and for the protection of the Work thereafter, provided that the method and equipment to be used results in completed Work which complies with these Specifications and is acceptable to the OCWUT's Assigned Representative. The Bidder must submit the

dewatering plan for approval by the OCWUT's Assigned Representative. In all cases, the excavation area must be effectively protected from water damage during the excavation period and until all contemplated Work therein has been completed.

The Bidder is responsible for damage to pipelines, structures, or appurtenances caused by hydrostatic displacement during construction operations.

- 30. Drainage** – The Bidder shall be responsible for grading all disturbed areas to drain as good or better than existing condition.
- 31. Sediment and Erosion Control** – The cost of developing a storm water pollution prevention plan, obtaining a storm water discharge permit, and obtaining other City, State, or Federal land or water disturbing permits are the cost of which shall be incidental and included in the cost of other unit price items.
- 32. Storm Water Discharge Permit** – A storm water discharge permit is required before any land disturbing activities can begin. The Bidder shall be responsible for the repairs and replacement of all Erosion Control Measures required to obtain the permits and the costs of which shall be **incidental** and included in the cost of other unit price items.
- 33. Tracer Wire** – The Bidder shall install one strand of No. 12 gauge copper tracer wire along top of all PVC pipes and bring the tracer wire to the top of ground and anchor at all valves, fire hydrants, and other appurtenances the cost of which shall be **incidental** and included in the cost of other unit price items. Any tracer wire found and damaged during repair will be at the Bidder's expense and repaired accordingly.
- 34. Street Closure** – Street crossing construction shall be accomplished at only ½ width of the street at a time so that no roadway shall be completely closed without prior authorization from the OCWUT General Manager or designee. The Bidder will be responsible for traffic control and work zones.
- 35. Detours** – The General Manager or his designee shall first approve all detour routes while streets are closed during construction. The Bidder must sign and maintain all detour routes and the signs and devices must be in conformance with the requirements of the "Manual on Uniform Traffic Devices".
- 36. Barricades and Warning Signs** – Where work is carried on, in, or adjacent to, any street, alley, or public place, the Bidder shall, at his own expense, furnish, erect, and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as may be necessary. In addition, enough barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, the Bidder shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with the "Manual on Uniform Traffic Devices". The Bidder shall provide an "after hours" phone number to the City's Emergency Operations Center and to the Field Services Division to be used for

notification to the Bidder of the need to repair signs, barricades, or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the counting of the working business days for the project.

37. **Water Meters** – All water meters to be relocated shall be relocated to a location within City right-of-way or City easements only, and out of paved areas such as sidewalks.
38. **Transit Pipe** – Bidder shall be solely responsible for compliance with all applicable regulations for the removal and disposal of any transit pipe encountered which cost shall be **incidental** and included in the cost of other unit price bid items.
39. **Abandoned water lines** – All water lines that are to be abandoned in place must be cut to the nearest connection and either capped or plugged as required to provide a watertight connection. Water lines shall not be abandoned until all related improvements, connections, and services have been replaced, completed, tested, and approved. Bidder is responsible for providing the appropriate plug or cap for the Work. Caps or plugs along with any associated joint restraints will be considered incidental costs and included in the cost of other unit price bid items. Cutting and dewatering of the waterline are considered **incidental** and costs of these items are to be included by Bidder in other unit price bid items. When an existing valve is abandoned in a grassy area, the box must be pulled, and the top nut removed from the valve and the void from the box filled with soil and compacted level with the surrounding ground surface. When an existing valve is abandoned in a paved area, the valve box must be filled with concrete. All materials, labor, tools, and equipment for valve abandonment are considered **incidental** and costs are included by the Bidder in other unit price items.
40. **Final Clean Up** – Upon completion of the work and before acceptance and final payment will be made, the Bidder shall clean and remove from the site of the work surplus and discarded materials, temporary structures, barricades, and other warning devices, stumps, portions of trees, and debris of any kind. The Bidder shall leave the site or the work in a neat and orderly condition. Waste materials removed the site of the work shall be disposed of at locations satisfactory to the General Manager or designee and in compliance with Federal, State, and City of Oklahoma City requirements.

V. SPECIAL PROVISIONS

- The Bidder will make every effort to not disturb any sprinkler lines. If any damage is caused to a sprinkler system, meter, mailbox, or any other private property during the repair, the Bidder is required to take photos and document the damage. Bidder is required to notify the Project Manager for restoration and remediation. Bidder will be back billed on the invoice for the repair costs caused by their own negligence or willful misconduct. Every

effort shall be made to keep landscape and concrete repair to a minimum and shall be backfilled to grade using the approved methods described here.

- If a break occurs under a driveway, the Bidder is required to replace the waterline under the entire driveway and 18” on either side.

- If a meter tile is found to be in the sidewalk, it shall be moved in either direction at the discretion of the OCWUT Project Manager so that the tile is no longer in concrete. All services must be moved in either direction to restore service. A new meter tile will be supplied if the meter tile is damaged or is a concrete tile.

- The Bidder is authorized to remove one panel of sidewalk as necessary to effectuate the repair. Any further removal of sidewalk will require the OCWUT Project Manager approval. When the sidewalk is removed, the Bidder will be required to backfill and compact per OCWUT standards and install an OCWUT provided asphalt cap of 4 inches.

- The Bidder shall verify all utilities within the work area. Bidder shall notify OKIE 811 for location services.

- The Bidder shall notify all customers affected due to the shutdown.

- The Bidder shall complete any repair and the associated surface restoration started before leaving the job site. Bidder must clean up excavated materials, fill holes with dry materials. Unused materials will be returned to Line Maintenance Facility, 621 N. Penn Ave., Oklahoma City.

- If the Bidder exposes an existing leaking repair clamp on the water main, the section of pipe should be cut out and replaced. (Refer to Oklahoma City Standard Specifications for Construction of Public Improvements).

- If the Bidder identifies or exposes a lead service line, the Bidder is to stop work and immediately notify the project manager, the Field Operations Supervisor, and the OCWUT General Manager or Designee. Once the Bidder is given approval to continue repairing the lead line by the General Manager or designee, the Bidder shall replace the full-service line from the meter to the main with Copper. Copper will be supplied by OCWUT.

- If the Bidder identifies a plastic line, the bidder is to replace the full-service line with copper from the meter to the main.

- If a copper service is found to be leaking the Bidder shall remove the failed section, not less than one foot, and install a new copper section and couplers.

- Any leak other than copper or PEX shall be required to be replaced in its entirety.

VI. PROJECT ACCEPTANCE

Once the Work as described in the Purchase Order is completed, the Work must be inspected, and all punch items must be completed. A project completed as confirmed by inspections will be presented to the OCWUT for acceptance of that project. Upon acceptance of a project, that portion of the Contract comprised of that project will be deemed substantially complete and the Bidder will no longer be liable for the Work on that project under the Performance Bond, however, the Bidder will be responsible for workmanship for all projects, regardless of substantial completion date, for two years after completion of the last Purchase Order issued under this Contract.

A. Contract Time as Specified on Purchase Order

The Bidder is required to continue work until service is restored and the temporary surface repair is completed.

OCWUT Line Maintenance Standby Water Main Service

Water Service Restoration – Fully repaired/replaced water main, service connections and appurtenances, including but not limited to passing all testing, disinfection, re-connections of service, and capping, and grouting abandonments.

Temporary Surface Restoration – Fully compacted backfill in accordance with the standard details. If paved area is disturbed, temporary surface restoration must include compaction in accordance with the Standard Details with Type A aggregate installed level to the surface elevation. If pervious areas are disturbed temporary restoration must include compaction in accordance with the Standard Details with native backfill level to the surface elevation.

Exhibit B – Unit Price Bid

OCWUT RFB- Bid Date April 3rd, 2025		
Line Item	Unit Price	Unit
Trenching with Backfill 0-5'	\$1,300.00	LF
Trenching with Backfill 5-10'	\$3,100.00	LF
Trenching with Backfill 10-15'	\$6,800.00	LF
Temporary Surface - Asphalt	\$150.00	Ton
Bedding - Crushed Rock	\$130.00	Ton
Remove and Haul - Paving	\$150.00	SY
Remove and Haul - Driveway	\$130.00	SY
Remove and Haul - Curb and Gutter	\$75.00	LF
Traffic Control	\$2,000.00	EA
Repair Clamp (4"-6")	\$12,500.00	EA
Repair Clamp (8"-12")	\$22,500.00	EA
4" - 6" Pipe	\$1,800.00	LF
8" to 12" Pipe	\$4,800.00	LF
4" to 6" Valve	\$12,000.00	EA
8" to 12" Valve	\$24,000.00	EA
Water Meter Box	\$1,250.00	LF
Hydrant Replacement	\$24,500.00	EA
Single Short Service 3/4" - 1.5"	\$1,550.00	LF
Single Short Service 2"	\$1,800.00	LF
Single Long Service 3/4" - 1.5"	\$375.00	LF
Single Long Service 2"	\$420.00	LF

Pricing for OCWUT RFB as shown above and in Exhibit A as was produced on April 2nd, 2025. Pricing is good for 24 months from acceptance.

Jackson Matthews
C.O.O.

Southwest Water Works LLC
201 NW 132nd St. OKC, OK

Exhibit C - Certificate of Insurance

Exhibit D – Performance Bond

Bond No: 9475893

PERFORMANCE BOND
Contract No. OCWUT00130
Southwest Water Works LLC

KNOW ALL MEN BY THESE PRESENTS:

That we Southwest Water Works LLC, as Contractor,
and Fidelity and Deposit Company of Maryland, as Surety, are severally and
jointly held and firmly bound unto City of Oklahoma City and it's participating Trusts, referred to in
the Bidding Documents and herein as "Awarding Public Agency" in the sum of
Two Million and 00/100-----Dollars (\$ 2,000,000.00),
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 a 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:

Contractor: Southwest Water Works, LLC


(Secretary-Witness)

By: 
As: L.O.O.

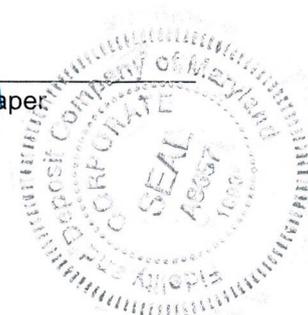


ATTEST:

Surety: Fidelity and Deposit Company of Maryland


(~~Secretary~~-Witness) Becky Killman

By: 
As: Attorney-in-Fact Deborah E. Raper



SEE ATTACHED SIGNATURE PAGE.

APPROVED by the Trustees and signed by the Chairman of The Oklahoma City Water Utilities Trust this ___ day of _____, 20__.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

SECRETARY

CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this _____ day of _____, 20__.

ATTEST:

THE CITY OF OKLAHOMA CITY

CITY CLERK

MAYOR

REVIEWED for form and legality.



Assistant Municipal Counselor

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Clayton HOWELL, Vicki WILSON, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. GRAHAM, JR., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER, Kristin LEWIS, Joshua BRYAN, Becky KILLMAN of Tulsa, Oklahoma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 04th day of January, A.D. 2024.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read "Robert D. Murray", is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read "Dawn E. Brown", is written over a horizontal line.

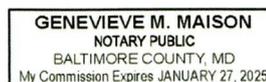
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 04th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of April, 2025.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com

800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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00020001250910513127737



Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

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

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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VALLEY FORGE INSURANCE COMPANY

Insured Name: SOUTHWEST WATER WORKS, LLC

Policy No: 5091051312

Endorsement No: 7

Effective Date: 02/21/2025

Contractors' General Liability Extension Endorsement

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1)** any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

- B.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C.** The following definition is added to **DEFINITIONS**:

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

- D.** For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

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

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

- E.** If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. 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 shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been 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 provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1)** Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2)** Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3)** Property loaned to the **Named Insured**;
- (4)** Personal property in the care, custody or control of the **Insured**;
- (5)** That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

- i.** tools, or equipment the **Named Insured** borrows from others, nor
- ii.** other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

- a.** property at a job site awaiting or during such property's installation, fabrication, or erection;
- b.** property that is **mobile equipment** leased by an **Insured**;
- c.** property that is an **auto**, aircraft or watercraft;
- d.** property in transit; or
- e.** any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, 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. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:



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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

- 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

- C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:
 - A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury or property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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