

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Matt Pietrusiewicz

Department: County Roads

Requested Agenda Date: 01/28/2020

Presenting: _____

Document Title: _____

Board of County Commissioners Record Assigned
BOCC Agreement

020 - 2020
Yakima County, WA

APPROVED FOR AGENDA:
 Consent **Regular**
Board of County Commissioners Determined

In the matter of executing the contract for the RC 3446-1.2A Butterfield Road Demolition Project - Stage 1A-2 with M Sevigny Construction in the amount of \$103,260.30 including tax.

Action Requested: *Check Applicable Box*

- PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
- ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

County Roads funds are involved in this project. County Engineer and BOCC have authorized this project.

Background Information:

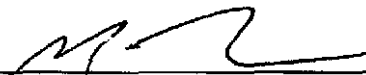
This project was bid utilizing the MRSC Small Works Roster. Brett Sheffield, Engineering Services Manager for Yakima County prepared the plans and specifications and followed the procedures for bidding small works projects. Bids were opened, publicly read, reviewed, tabulated and verified. Low bid was awarded by the BOCC on January 14, 2020 through resolution #013-2020. Contract documents have been reviewed and approved by the Yakima

Summary & Recommendation:


The County Engineer recommends the execution of contract by the Yakima County BOCC for the RC 3446-1.2A Butterfield Road Demolition Project - Phase 1A-2.

Motion:

Department Head/ Elected Official



Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial 

Late Agenda Requests Require BOCC Chairman Signature:

#1751 - FILE

CONTRACT DOCUMENTS

BOCC Agreement

020 - 2020

Yakima County, WA

For The Construction Of:

BUTTERFIELD ROAD DEMOLITION PROJECT – STAGE 1A-2

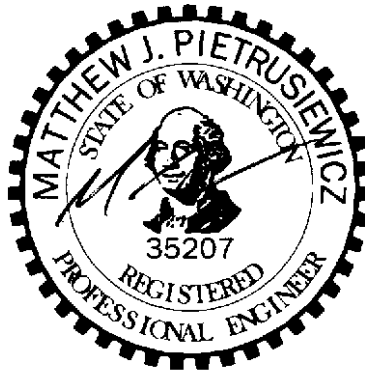
RC 3446-1.2A

Yakima County Roads Project



CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS,
AND SPECIFICATIONS CONFORM TO ORIGINALS WHICH ARE
ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF
YAKIMA COUNTY, WASHINGTON.



COUNTY ENGINEER

DATE: 1/17/20

INSTRUCTIONS TO BIDDERS

PROJECT MANAGEMENT

It is Yakima County's standard of practice to manage its projects through the use of a web-based project management communications tool, e-Builder®. Following award and execution of the contract, all project documentation, communications, transmittals and submittals shall take place through Yakima County's web-based project management software, e-Builder®, as directed by the Engineer.

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:

Yakima County Public Services, Fourth Floor County Courthouse, 128 N. 2nd Street, Yakima, Washington 98901 until **2:00 p.m.** of the bid opening date.

Each proposal, or bid shall be completely sealed in a separate package, addressed to the Engineer of Yakima County with the name of the improvements for which the bid is submitted plainly written on the outside of the package.

No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be accepted.

DATE OF OPENING BIDS

The bid opening date for this project shall be **Monday, December 30, 2019**

The bids shall be publicly opened and read after **2:00 p.m.** on that date at the following location:

Yakima County Road Engineer's Office, fourth floor, Yakima County Courthouse, 128 N. 2nd Street, Yakima, Washington 98901.

RIGHT TO REJECT BIDS:

The right is reserved to reject any and all proposals, to accept the proposal or proposals deemed best for the County or to advertise for new proposals when in the opinion of the Board the best interest of the County shall be promoted thereby.

PROPOSAL GUARANTY:

A certified check, cashier's check, cash or bid bond made payable to the Treasurer of the County of Yakima for an amount equal to at least five percent (5%) of the total amount bid must accompany each bid as evidence of good faith and as a guarantee that if awarded the Contract the bidder shall execute the Contract and give Bond as required.

FORM FURNISHED :

All Bids shall be submitted on authorized forms supplied by the County. Any Bid submitted on forms marked "Informational" or otherwise watermarked shall be considered irregular and will be rejected. Bidders wishing to submit Bids should contact the Yakima County Road Engineer's office at the address above to request authorized bid documents.

Yakima County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

PROPOSAL

This certifies that the undersigned has examined the location of the noted projects:

RC 3446 – BUTTERFIELD ROAD DEMOLITION PROJECT – STAGE 1A-2

And that the Plans, Specifications and Contract governing the work embraced in these improvements, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in these improvements, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

BUTTERFIELD ROAD DEMO PROJECT, PHASE 1A-2 (Engineer's Estimate)

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Item Amount
PREPARATION					
1	MOBILIZATION	L.S.	1	2,000.00	\$ 2,000.00
2	CLEARING AND CRUBBING	L.S.	1	20,000.00	\$ 20,000.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1	52,400.00	\$ 52,400.00
4	ASBESTOS INSPECTION	L.S.	1	2,200.00	\$ 2,200.00
5	REMOVAL AND DISPOSAL OF ASBESTOS	FA	1	\$ 10,000.00	\$ 10,000.00
6	NO TRESPASSING SIGN	EA	3	200.00	600.00
7	HEALTH AND SAFETY PLAN	L.S.	1	1,000.00	1,000.00
8	SITE CLEANUP OF BIO AND PHYSICAL HAZARDS	FA	1	\$ 2,000.00	\$ 2,000.00
9	MINOR CHANGES	FA	1	\$ 5,000.00	\$ 5,000.00
10	SPCC PLAN	LS	1	500.00	\$ 500.00
				SALES TAX (7.9%)	7,560.30
TOTAL BID					103,260.30

NOTE: Unit Prices for all items, all extensions, and total amount of bid shall be shown. Unit bid prices are subject to Special Provision 1-07.2. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

PROPOSAL – Continued

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

- CASH [] IN THE AMOUNT OF _____
- CASHIER'S CHECK [] _____ DOLLARS
- CERTIFIED CHECK [] (\$ _____) PAYABLE TO THE COUNTY TREASURER
- PROPOSAL BOND [x] IN THE AMOUNT OF 5 PERCENT (5%) OF THE BID

Bidder acknowledges receipt of the following Addendums:

No.	Date
_____	_____
_____	_____
_____	_____

The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendums issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Matthew Sevigny 

Title: Vice President

Firm Name: M Sevigny Construction Inc

Address: 1212 N 16th Avenue #1

Yakima WA 98902

Phone No.: 509-949-3547

Washington Registration No.: MSEVISC932OK

Federal ID Tax No.: 26-0653305

UBI No.: 602-749-875

E-Mail: Matthew@msevigny.com

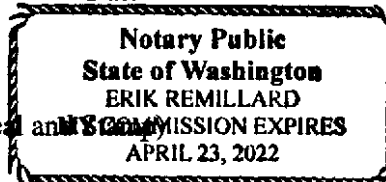
Signed and sworn (or affirmed) before me on 12/30/2019

Date



NOTARY PUBLIC

My appointment expires 4-23-2022



(Seal and Signature)

- NOTE: (1) This proposal is not transferable and any alteration of the firm's name entered hereon without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the current WSDOT Standard Specifications, re: "Preparation of Proposal".
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications **RC 3446**.

LETTER OF RESPONSIBILITY

Date: 12/30/19

County Road Project No.: RC 3446

TO:
BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, WASHINGTON
(Party awarding principal contract)

Dear Sirs:

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington (Chapter 157, Laws of Washington of 1937).

- a. My permanent place of business is 1212 N 16th Avenue #1 Yakima WA 98902, which I have maintained for 8 years.
- b. I have adequate plant equipment to do expeditiously and properly the work contemplated for Yakima County, Washington.

DESCRIPTION OF WORK:

Building Demolition

I have the following equipment available for this work:

Any Needed

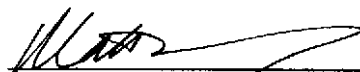
- c. I have adequate funds to promptly meet obligations incident to this work.

Bank reference: US Bank - Matthew Morgan

- d. I have had experience in this class of work, having constructed the following improvements.

I hereby certify that the above is a true and accurate statement.

Very truly yours,


Contractor

12/30/2019

Date

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This "letter of responsibility" shall not be construed to be a request for Prequalification of bidder.

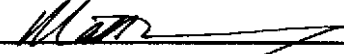


Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: M Seigny Construction Inc
Signature of Authorized Official: 
Date: 12/30/19

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

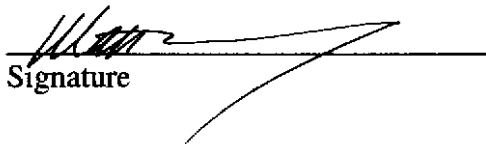
**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This certification is also applicable to violations to prevailing wage law (chapter 39.12 RCW), registration law (chapter 18.27 RCW), or industrial insurance law (chapter 51.48 RCW).

Matthew Sevigny, Vice President

Name and Title of Authorized Representative


Signature

12/30/19
Date

Local Agency Name

Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name M Sevigny Construction Inc

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name Russell Crane Service Inc
Work to be Performed Clearing & Grub / Removal of Structures
Asbestos Inspections

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015A EF
Revised 08/2012

Yakima County Roads Department

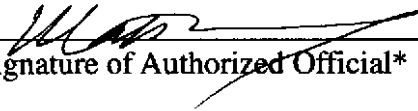
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (12/30/19), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

M Seigny Construction Inc

Bidder


Signature of Authorized Official*

Matthew Seigny

Printed Name

Vice President

Title

12/30/19
Date

Yakima
City

WA
State

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a Corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

*If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

BID BOND FORM

Herein find deposit in the form of a certified check, cashier's check, cash, or Bid Bond, in the Amount of \$5% of the total amount bid, which is not less than five percent (5%) of the total amount bid.

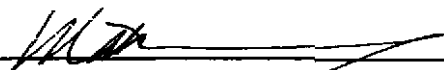
KNOW ALL MEN BY THESE PRESENTS:

That we, M Sevigny Construction, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the Treasurer of the County of Yakima as Obligee, in the penal sum of Five percent of the total amount bid, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any awards to the Principal for Butterfield Road Demo Project, Phase 1A-2, Project No. 3446 according to the terms of the proposal or bid made by the Principal thereof, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

Signed, sealed and dated this 27th day of December, 2019.

M Sevigny Construction, Inc.


Principal

Received return of deposit
in the sum of \$ _____

Travelers Casualty and Surety
Company of America


Surety

12/30/19
Date

Lori McKimmy, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lori McKimmy**, of **Yakima, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of December, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

CONTRACT

THIS AGREEMENT is made and entered into between Yakima County, acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the "COUNTY" and M SEVIGNY CONSTRUCTION, hereinafter called the "CONTRACTOR".

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The CONTRACTOR shall do all work and furnish all tools and equipment for RC 3446-1.2A – Butterfield Road Demo Project, Phase 1A-2 and shall perform any changes in the work in accordance with the Contract Documents, which include the Contract Form, Bidder's completed Proposal Form, Scope of Work, Contract Plans, Contract Provisions, current Standard Specifications for Road, Bridge and Municipal Construction, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, and any change orders—all of which are incorporated by reference and made a part of this agreement. In the event of any conflict between terms or provisions contained in the following with those provided in the incorporated documents, the explicit provisions contained here shall control over those provided in incorporated documents.
- II. The CONTRACTOR shall provide and bear the expense of all equipment, material and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by Yakima County.
- III. The COUNTY hereby promises and agrees to pay the CONTRACTOR according to the conditions stated in the Contract Documents.
- IV. The CONTRACTOR for itself, and for its heirs, executors, administrators, successors and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the CONTRACTOR.
- V. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided herein.
- VI. The parties agree that, for the purpose of this agreement, the CONTRACTOR is an independent contractor and neither the CONTRACTOR nor any employee of the CONTRACTOR is an employee of the COUNTY. Neither the CONTRACTOR nor any employee of the CONTRACTOR is entitled to any benefits that the COUNTY provides its employees. The CONTRACTOR is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
- VII. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- VIII. In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below.

CONTRACTOR:

Signed: JANUARY 16th, 20 20
(Date)

Contractor Signature: 

MATT SEVIGNY
Print or Type Name of Person Signing

Title: VICE PRESIDENT

BOARD OF COUNTY COMMISSIONERS

Norm Childress, Chairman

Ron Anderson, Commissioner

Vicki Baker, Commissioner

DATED

Attest:

Melissa Paul, Clerk of the Board

Linda Kay O'Hara, Deputy Clerk

Approved as to Form:


Deputy Prosecuting Attorney

BOCC Agreement

020 - 2020

Yakima County, WA

Agreement Number: _____

PERFORMANCE BOND
(RCW 39.08)

KNOW ALL MEN BY THESE PRESENTS, That M Seigny Construction, Inc., as "PRINCIPAL", and Travelers Casualty and Surety Company of America, a corporation authorized to do business in the State of Washington, as "SURETY", are jointly and severally held and bound unto Yakima County, Washington in the penal sum One Hundred Three Thousand Two Hundred Sixty and 30/100 Dollars (\$ 103,260.30) for the payment of which by these presents we jointly and severally bind ourselves, our heirs, executors, administrators, assigns, and successors.

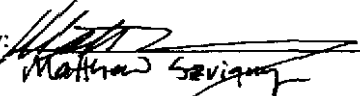
THE CONDITION of this bond is such that WHEREAS, on January 16th, 2020, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of for RC 3446-1.2A - Butterfield Road Demolition Project Stage 1A-2 according to the maps, plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such persons or subcontractors with provisions or supplies for the carrying on of such work, then this obligation to be void, otherwise to remain in full force and effect.

Dated this 16th day of January, 2020

M Seigny Construction, Inc.
PRINCIPAL

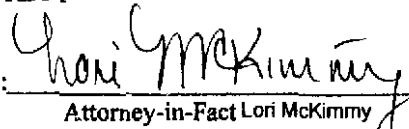
APPROVED: YAKIMA COUNTY


By: 
Title: vice president

By: _____
Chair of the Board of
Yakima County Commissioners

Travelers Casualty and Surety Company of America
SURETY

Date: _____ 20__

By: 
Attorney-in-Fact Lori McKimmy

Approved as to form:

Deputy Prosecuting Attorney

Terril, Lewis & Wilke Insurance, Inc.
Kenneth J. Frick
Name of Local Office of Agent

BOCC Agreement

112 South Fourth Street
Yakima, WA 98901
Address of Local Office Agent

020-2020

Yakima County, WA

107074789
BOND NUMBER

RC 3446-1.2A
YAKIMA COUNTY CONTRACT #



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lori McKimmy**, of **Yakima, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of January, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



MSEVIGN-02

LWELCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2020

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

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

PRODUCER Terril, Lewis & Wilke Insurance, Inc. P.O. Box 1789 Yakima, WA 98907	CONTACT IORI NAME:
	PHONE (A/C, No, Ext): (509) 248-3515 FAX (A/C, No): (509) 248-3673 E-MAIL ADDRESS: certs@twins.com
INSURED M Seigny Construction, Inc. 1212 N 16th Ave Suite 1 Yakima, WA 98902-1348	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Union Insurance Company 25844
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

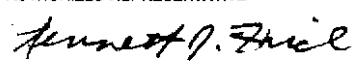
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA6031970	9/12/2019	9/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPA6031970	9/12/2019	9/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPA6031970	9/12/2019	9/12/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Yakima County and its officers, elected officials, employees, agents and volunteers are additional Insured per form CLCG2071 0916 and CLCA0149 0617 GL is primary and non-contributory per form CLCG2071 0916 Waiver of Subrogation applies per forms CLCG0492 1018 & CLCA0149 0617 Per Project Aggregate applies per form CLCG0529 1018

RE: RC 3446-1.2A; Butterfield Road Demolition Project - Stage 1A2

CERTIFICATE HOLDER Yakima County 128 North Second Street Fourth Floor Courthouse Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES,
CONTRACTORS OR OTHERS - COMPLETED OPERATIONS
- AUTOMATIC STATUS, INCLUDING PRIMARY
NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) when you are obligated by virtue of a written contract or agreement that such person or organization(s) be added as an additional insured to your policy.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part by:

- (1) Acts or omissions of the Named Insured;
or
- (2) The acts or omissions of those acting on behalf of the Named Insured;

and included in the "products-completed operations hazard"

This insurance applies only when you are required to add the additional insured by virtue of a written contract or agreement, provided the contract or agreement is:

1. Currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the "bodily injury" or "property damage" or "personal and advertising injury".

However:

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

For purposes of this endorsement, throughout the policy, the terms "you" and "your" refer to the Named Insured shown in the Declarations.

B. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply to "bodily injury" and "property damage" arising out of:

1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

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

2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

- b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or performed by or for the construction manager, its employees or its subcontractors in connection with your ongoing operations.

C. Limits of Insurance

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

D. Other Insurance

For purposes of this endorsement, the following is added to the **Section IV - Commercial General Liability Conditions, 4. Other Insurance** condition and supersedes any provision to the contrary:

This insurance is excess of all other insurance available to an additional insured whether on a primary, excess, contingent or any other basis. But, if required by a written contract or written agreement to be primary and noncontributory, this insurance will be primary and will not seek contribution from any insurance on which the additional insured is a Named Insured.

No other coverage or limit in the policy applies to loss or damage insured by this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

A. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to Paragraph **A.1. Who Is An Insured** of Section **II - Covered Autos Liability Coverage**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A.1., Who Is An Insured** of Section **II - Covered Autos Liability Coverage**:

When you have agreed in a written contract or agreement to include a person or organization as an additional "insured", such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or

"property damage": because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured** of Section **II - Covered Autos Liability Coverage**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto";

2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident";
3. The insurance afforded to any such additional "insured" does not apply to any "accident" beyond the period of time required by the written contract or agreement described above;
4. The most we will pay on behalf of such additional "insured(s)" is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part; and

5. The following changes are made to Paragraph **5. Other Insurance** of **B. General Conditions** under Section **IV - Business Auto Conditions**:
 - a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

- b. Paragraph 5.c. is deleted in its entirety.
- 6. Paragraph A.1.c. under Section II - Covered Autos Liability Coverage is deleted in its entirety.
- 7. The definition of "insured contract" under Section V - Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement:

That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. EMPLOYEES AS INSUREDS

The following is added to Paragraph A.1. Who Is An Insured Section II - Covered Autos Liability Coverage:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. INCREASED COVERAGE - BAIL BONDS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph A.2.a.(2) is increased to \$5,000.

E. INCREASED COVERAGE - LOSS OF EARNINGS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph A.2.a.(4) is increased to \$1,000.

F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply. This coverage is excess over any other collectable insurance.

G. COVERAGE EXTENSION - TRANSPORTATION EXPENSES

Paragraph A.4.a. Transportation Expenses of Section III - Physical Damage Coverage is amended as follows:

- 1. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.

- 2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.
- 3. It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement Coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

H. EXTENDED COVERAGE - AIRBAGS

The following is added to Exclusion B.3.a. of Section III - Physical Damage Coverage:

However, this exclusion does not apply to the unintended discharge of an airbag.

This coverage is excess over any other collectible insurance or warranty providing such airbag coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section III - Physical Damage Coverage, Paragraph C. Limits of Insurance.

- 4. In the event of a total "loss" to a covered "auto", we will pay the lesser of:

- a. Any unpaid amount due on the lease or loan for a covered "auto", less:

- (1) The amount under the Physical Damage Coverage section of the policy; and

- (2) Any:

- (a) Overdue lease/loan payments at the time of the "loss";

- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- (c) Security deposits not returned by the lessor;

- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (e) Carry-over balances from previous loans or leases; or

- b. \$5,000.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

J. GLASS REPAIR - NO DEDUCTIBLE

The following is added to Paragraph D. Deductible of Section III - Physical Damage Coverage:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to glass when you elect to patch or repair rather than replace the glass.

K. INCREASED COVERAGE - ELECTRONIC EQUIPMENT

The \$1,000 limit indicated in Paragraph C.1.b. under Section III - Physical Damage Coverage is increased to \$2,500.

L. EXTENDED COVERAGE - PERSONAL PROPERTY

The following is added to Paragraph A.4. Coverage Extensions of Section III - Physical Damage Coverage:

Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss" and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The insurance provided by this coverage extension is excess over any other collectible insurance. The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision, personal property does not include and we will not pay for "loss" of currency, coins, securities or contraband.

No deductible applies to this coverage extension.

M. TOWING

Paragraph A.2. Towing of Section III - Physical Damage Coverage, is replaced by the following:

If a private passenger type "auto" or light truck "auto" (0-10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$150 for towing and labor costs incurred each time such "auto" is disabled. If a medium, heavy or extra-heavy truck or extra-heavy Truck-tractor "auto" (greater than 10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$250 for towing and labor costs incurred each time such "auto" is disabled. However, the labor must be performed at the place of disablement.

N. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph A.4. Coverage Extensions of Section IV - Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and any are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph A.4. Coverage Extensions of Section III - Physical Damage Coverage:

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

1. The most we will pay in any one "loss" is the lesser of:
 - a. The actual cash value of the "auto";
 - b. The cost to repair or replace the "auto"; or
 - c. \$100,000.
2. Paragraph 1. above is subject to a deductible. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

No deductible will apply to "loss" caused by fire or lightning.
3. Hired Auto Physical Damage Coverage is subject to the following:
 - a. If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.
 - b. Other than indicated in Paragraphs a. directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.
4. In addition to the limit set forth in Paragraph 1. above we will pay up to \$500 per day, to a maximum of \$3,500 per "loss" for:
 - a. Any costs or fees associated with the "loss" to a hired "auto"; and
 - b. Loss of use of the hired "auto", provided it is the consequence of an "accident" for which you are legally liable, and as a

result of which a monetary loss is sustained by the leasing or rental concern.

However, Paragraph **A.4.b.** Loss of Use Expenses under Section III - Physical Damage Coverage of the Business Auto Coverage Form does not apply.

P. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

1. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
2. No deductible applies to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
 - a. The number of days when the covered "auto" has been repaired or replaced, or
 - b. 45 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. Not more than \$75 for any one day;
5. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
7. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension of the Business Auto Coverage Form or any endorsements thereto.

However, this provision does not apply to the extent that rental reimbursement is provided by separate endorsement to this policy.

Q. DRIVE OTHER CAR COVERAGE

1. The following is added to Section II - Covered Autos Liability Coverage:
 - a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:

- (1) You, if you are designated in the Declarations as an individual;
- (2) Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
- (3) Your members or managers, if you are designated in the Declarations as a limited liability company;
- (4) Your executive officers if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
- (5) The spouse of any person named in Paragraphs **1.a.(1).** through **1.a.(4)** while a resident of the same household;

Except:

- (a) Any "auto" owned by that individual or by any member of his or her household.
- (b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured:**

Any individual named in **1.a** above and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in **Q.1.a.** above or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

4. The most we will pay for the total of all damages under Covered Autos Liability Uninsured Motorists Coverage and Underinsured Motorists Coverage is the Limit Of Insurance shown in the Declarations as applicable to owned "autos".

5. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the highest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$250 for Comprehensive Coverage and \$500 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

6. Additional Definition

As used in this **DRIVE OTHER CAR** Provision:

"Family member" means a person related to the individual named in 1.a. by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

R. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to Paragraph **A.2.** of Section **IV - Business Auto Conditions**:

Your obligation to provide prompt notice of an "accident", claim, "suit" or "loss" is satisfied if you or a person designated by you to be responsible for insurance matters is notified of, or in any manner made aware of an "accident", claim, "suit" or "loss" and provides us such notice as soon as practicable

S. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A.5** of Section **IV - Business Auto Conditions**:

We waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

1. Such written contract or agreement was:
 - a. Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and
 - b. Was in effect at the time of the covered "bodily injury" or "property damage".
2. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.
3. At our request you must provide us with a copy of the aforementioned written contract or agreement.

T. UNINTENTIONAL OMISSIONS

The following is added Paragraph **B.2.** of Section **IV - Business Auto Conditions**:

If you fail to disclose any hazards existing at the inception date of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

U. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	\$10,000
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(8)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an

additional insured on your policy, provided that:

- a. The written contract or written agreement is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Fully executed by you and the additional insured prior to the "bodily injury", "property damage" or "personal and advertising injury".

