

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective upon signature, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and SKM ENGINEERING, LLC, a California limited liability company hereinafter called (“CONTRACTOR”), whose address is 533 West 2600 South, Suite 25, Bountiful, UT 84010.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide professional engineering services for SCADA programming system integration and related services for wastewater facilities; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year(s) unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Professional Engineering Services per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Mark Jeppsen, PE. as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors

and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the

Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a

drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights

of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to

which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as written above.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

SKM Engineering, LLC.

By: _____
Mike Lara, City Mayor

By: Mark P. Jeppsen

Print Name: Mark Jeppsen

Title: Principal

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
John Pinkney, City Attorney

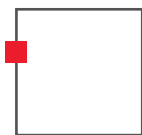


save **time** — save **energy** — save **money**

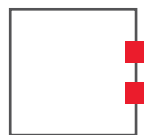
Professional Engineering Services Proposal

City of Beaumont, SCADA Programming, System Integration and Related Services for Wastewater Facilities #WWTP24-3

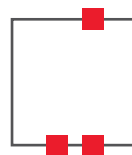
November 2024



Electrical



Instrumentation



Controls



SCADA

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SECTION 1
COVER LETTER | EXECUTIVE SUMMARY



Kenyon Potter, Principal Engineer
City of Beaumont
550 E 6th Street
Beaumont, California 92223

November 5, 2024

**RE: Cover Letter | Executive Summary
Professional Engineering Services Proposal for the SCADA Programming and
System Integration and Related Services for Wastewater Facilities (WWTP 24-3)**

Dear Mr. Potter,

Thank you for the opportunity to submit our proposal for SCADA programming and system integration services for the City of Beaumont's Wastewater Treatment Plant (WWTP) and Lift Stations. We understand that the City is seeking a qualified consultant to support the integration of new pumps and control systems for maintenance and capital improvement projects.

Our team is fully equipped to serve as the City's Owner's System Integrator (OSI), providing comprehensive SCADA programming services both onsite and offsite, as needed. We are prepared to support the WWTP and other facilities, as well as the City's 12 lift stations, ensuring seamless coordination across all operations. Our experience ensures we deliver timely, cost-effective solutions, and all services will be carried out by individuals who meet the required education, certification, and experience standards.

We greatly value our relationship with the City and are committed to clear, efficient communication throughout the engineering process to manage resources and enhance system performance. SKM's strong reputation for delivering high-level technical services directly to municipalities and as a subconsultant to civil engineering firms allows us to provide the expertise needed for this project while maintaining an agile and innovative approach.

As the City's System Integrator and the Electrical, Instrumentation, and Control Engineer on the design team for the upgrades, we have the institutional knowledge to quickly and effectively execute this project. Our history with the City's wastewater facilities further eliminates any learning curve, allowing us to immediately begin work.

We look forward to supporting the City's operations and capital projects and appreciate your consideration of SKM for this important work.

Sincerely,



Mark Jeppsen, P.E. — Principal
SKM Engineering

SECTION 2
INTRODUCTION / INFORMATION



INTRODUCTION / INFORMATION

SKM Engineering has a long-standing history of providing high-quality engineering services. In 1999, we began collaborating with Aqua Engineering in Bountiful, Utah, to fill gaps in various wastewater projects. Over time, it became clear that there was a significant demand for dependable electrical engineering and system integration services, especially among smaller municipalities and districts. Over the past twenty-five years, we have grown steadily, focusing on quality and reliability. Today, our staff of 30 serves more than 100 clients of all sizes, including civil engineering firms. Our dual expertise as both electrical engineers and system integrators uniquely qualifies us to design and implement control systems effectively, leveraging both disciplines for seamless integration.

SKM Engineering, LLC is proud to submit this proposal for providing SCADA programming and System Integration services for the City of Beaumont Wastewater Treatment Plant (WWTP) and the City's 12 Lift Stations. Our firm has a deep understanding of the City's needs for qualified consultants to perform system integration and programming services, particularly in line with the installation of new pumps and controls as part of the City's maintenance and capital improvement projects.

If selected, SKM will initiate the project by meeting with key stakeholders to discuss control strategy modifications for the new pumps and EQ Basin. We will work closely with the design engineers, Webb and Aqua Engineering, with whom we already have a strong working relationship. Integration decisions will be made collaboratively, involving the City and the design team at every stage. Furthermore, SKM will maintain close coordination with the Contractor and ensure our presence onsite for all testing and commissioning activities.

At this time, SKM Engineering will be the primary consultant, and no sub-consultants have been proposed. Any future sub-consultants will be submitted to the City for approval before formalizing the agreement.

SKM Engineering brings extensive experience in system integration and SCADA programming for wastewater facilities, and we are well-equipped to help the City of Beaumont meet its objectives. With our focus on quality, reliability, and a close working relationship with the design engineers, we are confident in delivering exceptional services that ensure long-term operational success for the City.

Information

Firm: SKM Engineering, LLC
Contact: Mark Jeppsen, PE | mark.jeppsen@skmeng.com | 801-683-3760
Address: 533 W 2600 S, Suite 25, Bountiful, UT 84010
Telephone: 801-677-0011

SECTION 3 PROJECT APPROACH



PROJECT APPROACH

Once awarded the Contract, our team will initiate the project with a kick-off meeting with the City to coordinate the scope of services effectively. We will assign roles for the project which start with a Principal in Charge (Mark Jeppsen), an engineering lead (Jordan Gardner), and an integrator lead (Huck Fenn). The leads will be able to delegate work to other members of SKM's staff (approximately 30 individuals). The City is expecting our team to be well-qualified with vast experience in wastewater facilities and with expertise in electrical, controls, and SCADA.

Our team may be expected to provide our services for various projects such as:

- ✓ On-Call Support
- ✓ Master Planning
- ✓ Programming Standardization
- ✓ Electrical, instrumentation, and controls (EI&C) design
- ✓ Owner's System Integrator for Capital Improvement Projects
- ✓ System Integration Services (programming PLC's, touch screens, SCADA systems, etc.)

We assume that for each of these potential efforts, the City will coordinate with us on its needs and our team will put together a proposed scope and fee to perform the work. In addition, we expect that on a regular basis the City will ask our team to provide recommendations for control system needs as equipment becomes aged or software antiquated as technologies advance. Once the scope and fee are approved, the City would issue a work order to commence the work. At this point, our team would manage the project and work towards the deliverables outlined in the proposal.



Operator Interfaces	Network Design and Implementation	Radio Communications	Alarm Dialers
Process Diagrams	Drafting	Power Design and Distribution	3D HMI Graphics
Telemetry	Loop Drawings	Electrical Panels Design	System Integration
Control System Master Planning and Design	PLC Programming	HMI Programming	Instrumentation
Facility Maintenance & On-Call Service	Motor Controls	Communications Monitoring	Security Systems

SECTION 4
FIRM PROFILE



FIRM PROFILE

SKM Engineering LLC (SKM) was founded on the principle of providing sound and proven electrical, instrumentation and control (EI&C) engineering, along with dependable and prompt service at the best value. The SKM team possesses the knowledge, training, and hands-on experience required to meet EI&C needs for your facilities. We possess a unique and fresh perspective and are recognized by our clients for our ability to solve challenging technical problems quickly with simple and cost effective solutions.

History

Established in 1989, SKM began providing these services primarily for power plants and oil refineries in the Rocky Mountain area. In the early 90s, we expanded our services to include water and wastewater facilities. In 1999 we began providing services to Aqua Engineering and permanently established our offices in Bountiful, Utah. Since then, we have provided our services to many other engineering firms and clients. We have had great success in the water/wastewater industry which now constitutes approximately 80% of our work. SKM now provides services for over 100 clients throughout the United States and Canada.

We have progressively built a well-rounded staff of engineers, designers, programmers, and field technicians who together are capable of providing a complete solution from design to integration to maintenance. We currently employ 23 full-time employees and two contract employees. About forty percent of our workload is providing EI&C design/engineering services. Forty percent of our workload is providing EI&C systems integration/ programming services and 20% is providing maintenance and on-call support for existing EI&C systems.

Dedicated to Client Service

With our extensive experience and expertise in PLC Programming and SCADA system engineering, SKM is prepared to meet the City of Beaumont's electrical engineering needs. SKM employs a staff of highly trained and experienced electrical and control engineers with experience in electrical design, instrumentation and controls as well as technical expertise in PLC programming, HMI programming, design and implementation of SCADA/Telemetry systems and a variety of operator interfaces. SKM has developed a reputation of excellent customer service, resourcefulness, and sound engineering while servicing clients primarily in Utah, Nevada, Arizona, Idaho, California, Colorado, Wyoming and New Mexico. We believe in providing the client with the most innovative and cost-effective solutions for their system in order to optimize the process and maximize operator effectiveness. Our exclusive focus on wastewater and water systems provides clients with extensive process knowledge and understanding. We are dedicated to listening to our clients and working together we evaluate and select innovative and effective solutions.

Quality Control

SKM's program to produce a quality project includes client progress meetings to achieve consensus and avoid surprises. It also includes regular independent reviews by a senior engineer not associated with the project. The project manager is responsible for the quality of the deliverables. They oversee project schedules, project scope and budget, review the project regularly and monitor quality control procedures. Reviews are performed by the project manager to insure the work effort is appropriate and technically sound and meets requirements.



AREAS OF EXPERTISE

PLC Programming

Our expertise includes programming of various manufacturers and models of PLCs. We have a sound understanding of how PLCs function and how to maximize their performance as well as the best methods of accessing data to/from operator interfaces and HMIs. We hold integrator service agreements and are particularly experienced with the following PLC families:

Allen-Bradley – GE – Modicon – Control Microsystems – Automation Direct – Siemens

HMI Programming

With a Variety of HMIs on the market, our expertise is with multiple HMI software packages. Each of these packages has distinct strengths and weaknesses applicable to larger control systems. We stress the importance of making the HMI simple for operators to use and visually obvious so learning new functionalities is quick for every operator, regardless of computer abilities. We are fully capable of implementing the following HMIs:

Proficy iFix – Proficy iHistorian – ClearSCADA – Wonderware – Allen-Bradley FactoryTalk View – Ignition Inductive Automation

Operators Interfaces

Operator interfaces play a key role in the local operation of water and wastewater systems. Operator interfaces enable operators to see data that is displayed on the SCADA at the local pump house. We have used and installed a variety of operator interfaces, including color and monochrome touch screens, text panels, and set point panels. We have installed from the following manufacturers:

Allen-Bradley – Modicon – Siemens – AutomationDirect – Red Lion – GE

Network Design and Implementation

Complex SCADA systems require the design of complex networks for communications. These networks are the backbone for the SCADA system, and reliability is always the key concern. We have designed many of these networks using the following:

Fiber Optics – Ethernet – RS-232 & 485 – Manufacturer Protocols (Like Modbus Plus)

Radio Communications

Wireless capabilities in the past decade have improved dramatically and are easily implemented into SCADA systems. We have used licensed and unlicensed radios to acquire data from remote locations, depending on distances and line-of-sight restraints. We understand the benefits and limitations of wireless communications and are capable of making reasonable recommendations. We have installed radios from the following manufacturers:

Microwave Data Systems (MDS) – Trio – Freewave – Radwin – Cambium – Ubiquiti



AREAS OF EXPERTISE

Electrical Panels Design

We have the capability of designing SCADA control panels as well as motor control panels with integrated PLCs. We use local panel shops and competitively bid out the panels to provide the client with the best possible price.

Alarm Dialers

Dialers have become an important part of SCADA systems with the recent homeland security policies. We include security features and alarming on failure of the SCADA system. These features coupled with traditional alarming make the control system function independently of external alarm systems.

Ignition – Win911 – Sensaphone – Raco

Drafting

We have a staff of CAD designers who have aided in the design of many control systems. They have experience with process and instrumentation diagrams, control diagrams, onelines, control panel design, and all associated power and control diagrams.

Instrumentation

We can recommend the selection of key instruments and manufacturers for a control system. We have installed, calibrated, and troubleshot many instruments a variety of systems. Below is a partial list of instruments we have experience with:

Flow Meters – Level Sensors – Pressure Sensors – Temperature Sensors – Chlorination & De-Chlorination – Water Quality Analyzers

Power Design and Distribution

SKM is capable of full power distribution and motor control design, including variable frequency drives, reduced voltage soft starts, motor starters, transformers, standby generators and more.

3D HMI Graphics

We offer the option of using unique three-dimensional graphics for your HMI. This makes the operator experience much more dynamic and user-friendly than typical two-dimensional graphics. By converting your facility to 3D, you can visualize each room in each building as it exists. The 3D look is clean, accurate, cost effective and produced as quickly as 2D interfaces.



SECTION 5

KEY PERSONNEL QUALIFICATIONS



SECTION 5 KEY PERSONNEL QUALIFICATIONS



Mark Jeppsen, P.E. – Principal

Mr. Jeppsen has experience as an electrical, instrumentation and controls engineer in power design, controls engineering, process and instrumentation design, construction oversight, radio and telemetry systems, SCADA system design and integration and PLC and HMI design and integration for multiple wastewater collection and treatment systems. He is responsible for project development, management, schedule coordination and completion. He has worked as electrical design engineer and/or project manager for projects ranging from \$10,000 to over \$100 million.

Education:

BS Electrical Engineering
University of Utah, 2002

Professional Engineer:

UT, CA, NM, ID, WA



Ryan Pack, P.E. – Principal

Mr. Pack is an electrical and controls engineer with 16 years of experience in design, construction oversight, control systems, telemetry and SCADA systems. His experience includes source water, pressure systems, water treatment, industrial and waste water facilities. He has worked with OEMs developing their standard control systems and has aided in implementation in hundreds of facilities across the western hemisphere. Ryan has experience working with National and International clients specializing in aeration system controls. He is responsible for project development, management, schedule coordination and completion. He has managed design and control projects.

Education:

BS Electrical Engineering
University of Utah, 2002
MBA Weber State University, 2005



L. Allen Rogers, P.E. – Principal

Mr. Rogers is an engineer and designer with experience in electrical design, control systems, and Telemetry and SCADA systems. He has assisted in the design, programming, startup and maintenance on several source water, water treatment, wastewater collection, and wastewater treatment projects. He has worked with many different programmable logic controllers including Allen Bradley, Control Microsystems, and Modicon. He has used many different operator interfaces including Allen Bradley, C-More, and Maple. He has experience with GE Fanuc iFix (Intellution) HMI software. He has assisted in the design and installation of new systems, replacement of old systems, and expansion of existing systems.

Education:

BS Electrical Engineering
University of Utah, 2010

Professional Engineer:

UT, OR



Tovey Ashby – Senior Programmer

Mr. Ashby is a senior programmer with experience in control system design, integration, and support. His experience includes source water, irrigation, water treatment, wastewater collection, and wastewater treatment. He has been responsible for the SCADA system programming, implementation, commissioning, and maintenance. Mr. Ashby has also been on the forefront of developing programming standards implemented across SKM to help streamline project development and reduce programming bugs. This includes custom function blocks for repeatable code used in many systems and templates for HMI/SCADA systems software.

Education:

A.S. Electrical Automation and Robotics Technology, Utah Valley University, 2004
B.S. Technology Management, Utah Valley University, 2006

Section 5 Key Personnel Qualifications



Daniel Leavitt – Senior Designer / Drafter / 3D Graphic Artist

Mr. Leavitt is an electrical drafter and 3D graphic artist with experience in electrical design, control systems, process, instrumentation and PLC design. His experience includes water treatment, wastewater collection and wastewater treatment. He has drafted power distribution of 120V and 480V systems, created lighting plans, schematics, conduit development, process and instrumentation diagrams and lighting panel schedules. He has also developed 3D graphics of many different mechanical process areas for controls for the PLC at multiple plants.

Education:

Salt Lake Community College, Architectural Drafting
ITT Technical Institute, AAS, Computer Drafting and Design



William "Huck" Fenn – Lead Programmer

Mr. Fenn is a project manager / senior controls engineer with significant experience with water treatment facilities. He is an expert at motor control, PLC's, HMI's and system communications. He has setup, calibrated and maintained all types of instrumentation found in a typical water and wastewater facility. He has overseen installation of equipment, testing activities as well as startup and commissioning activities. He understands and can write process flow diagrams and control narratives in order to integrate them into a PLC/control system. Mr. Fenn has vast experience with power distribution and motor controls including variable frequency drives and soft starters. He is able manage projects and clients. He is a self-directed and motivated worker who requires little to no supervision.



Doug Bigler – Controls Engineer

Mr. Bigler is a Controls Engineer with 20 years experience, 2 with SKM and 18 in industrial metals refining/mining. With a background in controls and project engineering, Doug has designed, programmed and implemented SCADA, PLC, HMI systems to meet customer needs. In addition to electrical controls, Doug has experience in industrial ventilation and mechanical design including, safety systems, environmental requirements, process controls, cost reduction, lean manufacturing.



David Miller – Network Engineering

Mr. Miller has two years of experience with SKM as a Controls Engineer, a total of 5 years of experience working on SCADA systems in both water treatment and natural gas industries, and over 20 years of experience in database development, software engineering, and software systems integration. At SKM David is responsible for developing and maintaining customized reports that clients use for regulatory compliance and reporting as well as giving them day to day insight into their system operations and performance. This includes work in developing and implementing customized modules based on the needs of individual systems as well as troubleshooting and maintenance both on systems that he has developed as well as legacy databases, reports, custom modules, and SCADA system interfaces for a wide array of clients.

Education:

B.S. Computer Science, Utah State University, 2003
M.S. Instructional Technology, Utah State University, 2005

SECTION 6 REFERENCES



SECTION 6 REFERENCES

ADDITIONAL REFERENCES

Kevin Hall, Manager
Central Weber Sewer I.D.
2618 West Pioneer Road
Ogden, UT 84404
(801) 731-3011

Jamey West, Project Manager
Salt Lake City WRF
2400 N 1365 W
Salt Lake City, UT 84116
(801) 799-4083

Chris Braun
Chief Technology Officer
Mountain Regional Water
PO Box 982320
Park City, Ut 84098
(435) 640-1982

Jill Jones, Manager
Central Davis Sewer District
2627 Shepherd Lane Kaysville
UT 84037
(801) 451-2190

Scott Rogers, President
Aqua Engineering
533 W. 2600 S. 275
Bountiful, UT 84010
(801) 299-1327

Jake Nostrom, Superintendent
Springville City
50 South Main Street
Springville, UT 84663
(801) 420-1272

Keith J. Hanson, Manager
Salt Lake County Service Area #3
P.O. Box 920067
Snowbird, Utah 84092-0067
(801) 278-9660

Raul Naranjo, Plant Manager
City of West Wendover
1875 Florence Way
West Wendover, NV 89883
(775) 664-2593

Corey Pierce, Superintendent
Spanish Fork City
40 South Main
Spanish Fork, UT 84660
(801) 804-4466

Jeff Hiatt, Superintendent
Payson City
1050 North Main Street
Payson, UT 84651
(801) 465-5277

Michelle Barry
Salt Lake City Dept of Public Utilities
1350 W. Temple
Salt Lake City, UT 84115
(801) 483-6782

Russ Ranck
Big Cottonwood WTP Manager
Salt Lake City Dept of Public Utilities
1350 W. Temple
Salt Lake City, UT 84115
(801) 943-6485

Brady Herd, Public Utilites Manager
Ogden City
2549 Washington Blvd.
Ogden, UT 84401
(801) 629-8000

SECTION 7
SCOPE OF SERVICES



SCOPE OF SERVICES

SKM will provide comprehensive system integration services for the City's wastewater facilities. These services will focus on Supervisory Control and Data Acquisition (SCADA) programming for new pump and control equipment at the City's Wastewater Treatment Plant (WWTP) and additional wastewater facilities as specified by the City. Serving as the Owner's System Integrator (OSI), our team will oversee the successful integration of the SCADA system and ensure efficient operation and monitoring of all assigned assets.

System Integration and SCADA Programming

Our team will implement SCADA programming for the new pump and control equipment installed at the WWTP, ensuring seamless communication, control, and data acquisition from all associated components. As the OSI, we will also manage SCADA programming for other wastewater facilities as directed by the City. This programming will support the integration of equipment, facilitate data reporting, and enhance overall operational efficiency.

Onsite and Offsite SCADA Programming

SCADA programming may be performed both onsite and offsite based on the City's direction. Our team will coordinate with the City to determine the most effective approach for each programming phase, ensuring compliance with the project's schedule and functional requirements. Onsite programming will provide real-time adjustments, while offsite work will focus on development and testing in a controlled environment.

Lift Station SCADA Integration

In addition to the WWTP, our scope includes support for the City's 12 wastewater lift stations. We will apply SCADA programming to these stations to enhance monitoring and control capabilities, integrating each lift station into the broader SCADA network. Our goal is to facilitate a cohesive and easily manageable system across all facilities.

Standard Hourly Rates and Rate Negotiation

The subsequent section outlines our standard hourly rates for 2024, applicable to all labor categories involved in the project. We assume that these rates may be renegotiated at the start of each calendar year, subject to mutual agreement.

We look forward to continue to support the City in achieving seamless, efficient, and resilient wastewater management.

**SECTION 8
COST PROPOSAL (SUBMITTED AS SEPERATE FILE)**



SECTION 9
RELATED PROJECT EXPERIENCE



Beaumont Treatment Plant Expansion and Salt Mitigation SCADA

City of Beaumont, Beaumont, CA

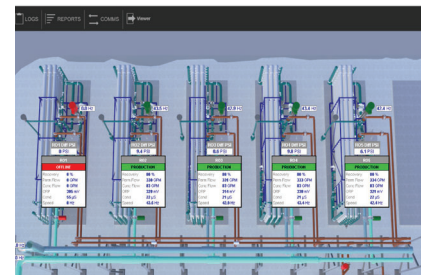
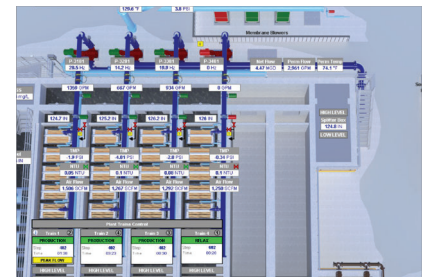


Our comprehensive involvement covers the evaluation and improvement of the SCADA system, network design, instrumentation and controls, system integration, construction management, and the selection of hardware and software components. This multi-faceted approach ensures the successful execution of the project and the effective modernization of the wastewater treatment plant. The team of Webb, AQUA and SKM completed the design in 2019 and recently engaged in the construction of the Wastewater Treatment Plant Expansion and Salt Mitigation Project for the City of Beaumont, our involvement is integral to addressing the challenges posed by the outdated and unreliable existing facility that lacked brine removal capabilities. The project unfolds in two phases. The initial phase encompasses enhancements at the headworks, influent pump station, installation of new fine screens, and the incorporation of a new aeration basin and MBR process. Subsequent to the completion of this initial phase, the second and final phase will introduce raw water equalization and solids handling, featuring the integration of two centrifuges.

Client Name: City of Beaumont
Reference: Thaxton Van Belle, Plant Manager
Contact Info: P: (909) 496-5689 | E: TVanBelle@beaumontca.gov
Address: 550 E 6th St, Beaumont, CA 92223
Dates: 11/2018 - 10/2021 (Re-Programming completed 02/2023)
Total Fees: \$791 K

Team Members:

- Adam Russell
- Andy Wells
- Carolee Hale
- Daniel Leavitt
- David Miller
- Doug Bigler
- Lindsey Stevens
- Mark Jeppsen
- Michael Johnson
- Eun geol Kim
- Allen Rogers
- Ryan Pack
- Tovey Ashby
- William "Huck" Fenn



Features:

- SCADA System Evaluation and SCADA System Critical
- SCADA System Master Plan Workshops, Meeting
- Master Plan & Capital Spending Plan
- SCADA System Network Design
- Instrumentation and Controls Design
- System Integration
- Construction and Installation
- Startup and Commissioning
- Construction Management
- Improvements
- Hardware/Software Selection

Imperial Wastewater Treatment Plant SCADA Upgrades

Webb & Associates, Imperial, CA



The City of Imperial faced challenges in collaborating with the County to construct the initially planned facility at the County site. Consequently, enhancements to their existing facility became imperative while awaiting the construction of the larger Water Reclamation Facility (WRF). Recognizing this need, AQUA/WEBB devised a comprehensive upgrade for the existing WRF, expanding it into a state-of-the-art 2.4 membrane bioreactor (MBR) facility.

Addressing key elements of the existing infrastructure, the influent pump station underwent modifications to align with current electric codes and NFPA standards. Simultaneously, its capacity was bolstered with the integration of new pumps. Odor control measures were introduced to further enhance the facility's operations. Additionally, the fine screen facility underwent modifications, including the replacement of perforated plates on the existing screens to meet the 2mm screening requirement specified by the membrane supplier.

Significant advancements were made in the biological treatment aspect, with the installation of new activated sludge basins incorporating biological nutrient reduction strategies. To address the crucial solids separation stage of the treatment process, four membrane basins were constructed, utilizing cutting-edge Suez membranes. These membrane basins found a home in a dedicated building, which also houses permeate pumps, process and membrane blowers, an electrical room, membrane cleaning systems, effluent storage for backpulsing, additional administration space, storage, and provisions for a future closed-vessel UV disinfection system.

Acknowledging the importance of technology upgrades, the existing UV disinfection system underwent slight modifications to continue serving the facility efficiently. Furthermore, a new solids handling building has been erected, equipped with screw presses to facilitate solids dewatering at this WRF. The comprehensive project, encompassing facility enhancements and SCADA upgrades, comes with a total cost of \$20,000,000.

Client Name: Webb & Associates
Reference: Brian Knoll, Senior Vice President
Contact Info: P: 951.248.4279 | E: brian.knoll@webb@associates.com
Address: 701 E 14th St, Imperial, CA, 92251
Dates: 2006
Total Fees: \$20M

Team Members & Specific Responsibilities:

- Adam Russell
- Daniel Leavitt
- Allen Rogers
- Mark Jeppsen
- Tovey Ashby



John Jones Water Treatment Plant SCADA Upgrade

City of Tracy, Utilities Department, Tracy, CA



The City of Tracy John Jones Water Treatment Plant features a surface water treatment plant with a robust 30 million gallons per day (mgd) capacity. Faced with an outdated SCADA system, SKM was chosen to revitalize the existing Wonderware infrastructure by implementing cutting-edge Ignition HMI software. Our comprehensive approach extended beyond software updates; we replaced aging controllers to enhance visibility into the plant's hardware. Furthermore, we seamlessly integrated 15 remote sites into the SCADA system, covering boosters, wells, and major pressure reducing valves (PRVs).

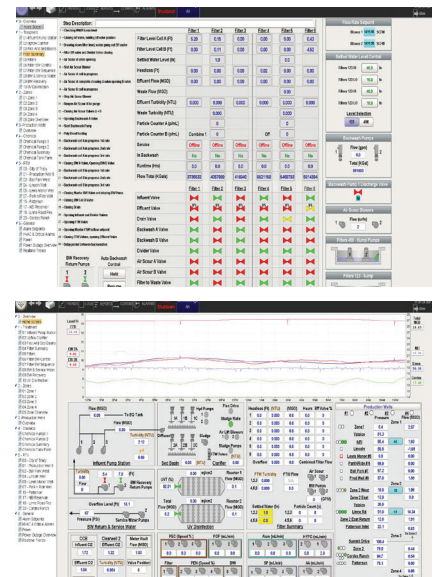
Client Name: City of Tracy, Utilities Department
Reference: Dave Carter, Water Production Supervisor
Contact Info: P: (209) 831-6302 | E: dave.carter@ci.tracy.ca.us
Address: 3900 Holly Drive, Tracy, CA 95304
Dates: 2020

Team Members:

- Adam Russell
- Daniel Leavitt
- David Miller
- Allen Rogers
- Lindsey Stevens
- Mark Jeppsen
- Mark Taylor
- Michael Johnson
- Tovey Ashby

Features:

- Replacement of SCADA System: Updating the existing Wonderware system with Ignition HMI software
 - Removal of Tesco Gateway: Streamlining the system by eliminating obsolete components
 - SNMP Monitoring of Servers: Implementing SNMP monitoring for enhanced server performance
 - Advanced Ignition Training: Providing in-depth training on the advanced features of the Ignition HMI software
- PLC6, PLC7, PLC8 Addition:
- Design, Construct, and Install Panel: Developing and installing panels for the new PLC additions
 - PLC Programming: Implementing intricate programming for PLC6, PLC7, and PLC8
 - HMI Programming: Crafting intuitive and efficient HMI interfaces
 - On-site Start-up: Ensuring a smooth on-site initiation of the newly integrated systems
 - SCADA System Training: Equipping personnel with the knowledge to operate the updated SCADA system effectively



Water Reclamation Facility 14 MGD Plant Expansion

Western Riverside County Regional Wastewater Authority (WRCRWA)



SKM provided electrical, controls and instrumentation design for the second phase of an expansion project bringing the facility from 8 to 14 MGD. The plant will be upgraded and expanded to meet future needs and improve treatment. Improvements include headworks, primary clarification, flow equalization, bio-reactor expansion, secondary clarification, tertiary filtration, chlorination, WAS thickening, conversion to anaerobic digestion, solar drying, and odor control. SKM's design efforts included rerouting the utility feed to the facility, modifications and additions to the existing power distribution, network and controls upgrades and efforts to enclose existing outdoor MCC's and control cabinets.

Client Name: Western Riverside County Regional Wastewater Authority
Reference: Tony Pollak, Wastewater Operations Manager
Contact Info: P: 951.789.5114 | E: tpollak@wmwd.com
Address: 14634 River Rd, Eastvale, CA 92880
Dates: 2019



Features:

- SCADA System Evaluation and SCADA System Critical
- SCADA System Master Plan Workshops, Meeting
- Master Plan & Capital Spending Plan
- SCADA System Network Design
- Instrumentation and Controls Design
- System Integration
- Construction and Installation
- Startup and Commissioning
- Construction Management
- Improvements
- Hardware/Software Selection



Team Members

- Mark Jeppsen, PE
- Allen Rogers, PE
- Daniel Leavitt

Central Weber Sewer Improvement District

Central Weber Sewer Improvement District WWTP System Integration 2004-2019

SKM has been the Systems Integrator for Central Weber for the past 10 years. Over those years we have upgraded their antiquated PLC's, upgraded HMI software performed a 60MGD plant expansion and we upgraded their solids handling/dewatering controls. SKM successfully tied the SCADA system to their CMMS software. The SCADA system was setup with a redundant ring style network and we are utilizing Ignition for launching HMI clients over secure WiFi connections to tablets.



Central Weber Sewer Improvement District WWTP Expansion 2007-2012

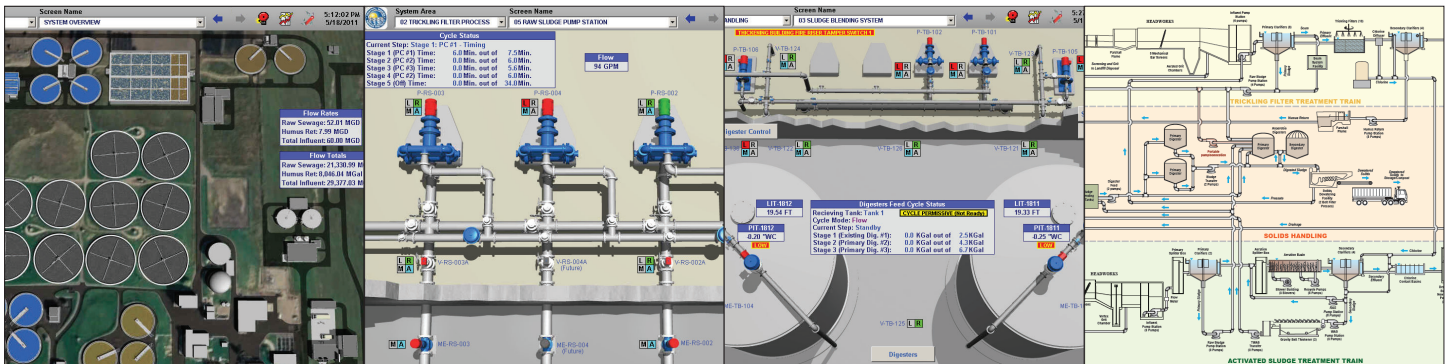
In 2007 SKM joined with MWH and performed instrumentation and controls engineering for a new activated sludge plant that was constructed adjacent to the existing plant. SKM provided construction management services for the project and is also acting as systems integrator. SKM will provide 19 PLC panels and network cabinets. As the systems integrator, SKM programmed the PLCs and the HMIs throughout the plant and seamlessly integrated the new plant with the existing plant. Along with the process control SKM was also contracted to do the HVAC controls for the new plant expansion. The project included 14 air handling units in eight buildings. Allen-Bradley ControlLogix were used in each building. Several buildings utilized AB Flex remote IO drops for air handling units. Operators were able to use Allen-Bradley OITs at each building to completely control the HVAC system. The HVAC system was also put on their overall SCADA system using the GE iFix platform.

Details

Location: Ogden, Utah
Completion: 2004 - Present
Contract Value: \$2.1M
Contact: Kevin Hall, (801) 731-3011
Email: kevinh@centralweber.com

Highlights

- SCADA System Network Design
- Instrumentation & Controls Design
- System Integration
- Construction & Installation
- Startup & Commissioning
- Construction Management



EXPERIENCE AND REFERENCES

Project	Contract Duration	System Planning & Programming	Integration	Software Application	Hardware Manufacturing	Installation	Training	Startup & Commissioning	Turn-Key Project	Implementation	System Wide
Salt Lake City WRF Consulting Services, Salt Lake City, UT Jamey West, (801) 799-4083 jamey.west@slcgov.com	Current	✓	✓				✓	✓	✓	✓	
Park City Water SCADA Upgrade Park City, UT Chad Busch, (435) 659-7372 chad.busch@parkcity.org	Current	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ogden City Water System SCADA Upgrade , Ogden, UT Brady Herd, (801) 629-8097 bradyherd@ogdencity.com	Current	✓	✓	✓	✓		✓	✓		✓	
Metropolitan Water District of Sandy and Salt Lake SCADA Planning and Upgrades Wayne Winsor (801) 942-9631 winsor@mwdsls.org	Current	✓	✓			✓	✓	✓		✓	✓
Central Weber SID WWTP Kevin Hall (801) 731-3011 kevinh@centralweber.com	2004 - Current	✓	✓	✓			✓	✓		✓	✓
Salt Lake City Big Cottonwood SCADA Upgrade, Salt Lake City, UT Michelle Barry, (801) 483-6782 michelle.barry@slc.gov	2018	✓	✓				✓	✓	✓	✓	
Snyderville Basin East Canyon Water Reclamation Facility, Summit County Chad Burrell (435) 214-5238 cburrell@sbwrdd.org	2017	✓	✓				✓	✓	✓	✓	
Sandy City SCADA Upgrade & Ongoing Maintenance, Sandy, UT Scott Ellis (801) 568-7193	2016	✓	✓	✓			✓	✓	✓	✓	✓
Mountain Regional Water SSD SCADA System Installation, Park City, Utah Chris Braun, Chief Technology Officer (435) 640-1982 cbraun@mtnregional.org	2013-2015	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

SECTION 10 INSURANCE



SECTION 10 INSURANCE

SKM Engineering is committed to maintaining comprehensive insurance coverage to safeguard our projects and ensure compliance with industry standards. We will hold professional liability insurance with a minimum coverage of one million dollars per occurrence, as well as workers' compensation insurance, and business auto coverage of one million dollars per accident. Additionally, the City of Beaumont will be named as an additional insured on all applicable policies.

We confirm that all required insurance coverages will be in force at the time of contract execution. We understand the importance of these protections and are dedicated to upholding the highest standards of risk management in our operations.

Insurance

American Insurance | 448 South 400 East | Salt Lake City, Utah 84111
Contact: Mike Greene | P: 801.364.3434 ext. 638 | E: mike.green@americam-ins.com

In addition to our general and professional liability, SKM carries a \$5M Umbrella Liability policy. Certificate of Insurance available upon request.

General Liability | Policy No. 34SBAIJ6668

Each Occurance \$1,000,000
General Aggregate \$2,000,000

Professional Liability | Policy No. DPR9938470

Each Occurance \$2,000,000
Aggregate \$2,000,000

Should you require any further documentation or details regarding our insurance policies, please do not hesitate to reach out.





Mark P. Jeppsen, P.E. - Principal

(801) 683-3760 - mark.jeppsen@skmeng.com

Location: 533 W 2600 S, Suite 25, Bountiful, UT 84010

Mr. Jeppsen is an electrical, instrumentation and controls engineer with 21 years of experience in power design, controls engineering, process and instrumentation design, industrial network design, construction oversight, radio and telemetry systems, SCADA system design and integration and PLC and HMI design and integration. He has designed and integrated multiple potable water, secondary water, water treatment, wastewater collection and wastewater treatment systems. Design tasks include facility power, motor power and control, SCADA systems, instrumentation selection and control, process and instrumentation diagrams, communications networks and systems, control loop diagrams and descriptions. Integration tasks include control and PLC panel design and construction, PLC, OIT and HMI programming and commissioning, radio system integration and testing, instrument calibration, automated reporting systems and operator training and documentation.

Project Role

Electrical & Controls Engineer

Work Experience

25 Years

Education

BS Electrical Engineering
University of Utah, 2002

Registration

Professional Engineer:

UT, CA, NM, ID, IN, WA

Certification

Ignition Gold Certification

Specialties

- Electrical Engineering
- Control and SCADA Systems Design & Integration
- Network and Communications
- Design and Integration
- Water & Wastewater
- Facilities Process Control and Optimization
- Project Management
- Construction Management

References

Michael Gill, Salt Lake City Dept. of Public Utilities – Water Treatment Plant Manager
P: 801-483-6812
E:michael.gill@slcgov.com

Jamey West, Salt Lake City Dept. of Public Utilities – Water Reclamation Administrator
P: 801-799-4083
E:jamey.west@slcgov.com

Kevin Hall, Central Weber Sewer Improvement District – General Manager
P: 801-731-3011
E: kevinh@centralweber.com

Project Experience

2009 - 2021:

Jurupa Community Services District (JCSD), Jurupa, CA – Electrical and Controls Engineer

Mark has worked with JCSD on various projects over the years including the Regional Lift Station and various other lift stations. He has also been the lead electrical engineer on Wells 13, 27 & 28 as well as the JCSD-RCSD Booster Pump Station. Mark has worked closely with the District's controls engineer and O&M staff to develop designs drawings that are tailored to the District's standards.

2009 - Present:

Western Riverside County Regional Wastewater Authority (WRCRWA), Eastvale, CA – Electrical and Controls Engineer

In 2009 Mark led the electrical and control design for an aeration upgrade at the WRCRWA plant. This included a new blower building with associated controls for the existing oxidation ditches. In 2012 Mark was the lead electrical engineer for a complete plant expansion at WRCRWA which also included new network, PLC, and HMI systems. Since the completion of the expansion, Mark has provided services for several projects and has provided on-call support for the facility.

2006 – Present:

Salt Lake City, UT – Electrical and Controls Engineer

SKM has been providing services to Salt Lake City for their various water and wastewater facilities since 2006. Mark is currently overseeing the implementation of a complete control system upgrade at the 50 MGD Water Reclamation Facility which includes control panel upgrades, PLC replacements and new HMI screens. SKM has designed a new WAS thickening facility and is currently designing a new Headworks facility. Mark is the lead engineer and project manager for electrical and controls upgrades at the 20 MGD Big Cottonwood Water Treatment Plant that will be completed in 2018.

2004 – Present:

Central Weber Sewer Improvement District, UT – Electrical and Controls Engineer

SKM has been working for Central Weber Sewer Improvement District (CWSID) since 2004 by providing electrical designs, controls upgrades and system maintenance. Mark has managed upgrades at the plant as they have come, including upgrades for the influent pump building, utility water pump building and PLC & HMI upgrades. In 2006 design began for a complete 60 MGD plant expansion and SKM was an integral part of the design and integration team. Construction for this project began in 2008 and was completed in 2012.

2004 – Present:

Sandy City, UT – Electrical and Controls Engineer

SKM provided the complete and operational SCADA System for Sandy City's Water System that was completed in 2005. Since then, SKM has provided incremental additions, improvements and maintenance including a new storm water system. The system consists of nearly 40 remote sites that consist of tanks, boosters and wells. In 2016 SKM provided an HMI system upgrade for the water and storm water systems.

Mark P. Jeppsen, P.E. - Principal

Project Experience (continued)

2003 – Present:

Park City, UT – Electrical and Controls Engineer

SKM began working for Park City by providing the system integration for an iron, arsenic and manganese removal process at the Spiro Water Treatment Plant in 2003. In 2012, SKM provided the complete and operational SCADA System for the Quinn's Junction Water Treatment Plant, a microfiltration membrane process. This included PLC & HMI programming, custom reports and historical data gathering and startup and commissioning. In 2016 SKM upgraded Park City's complete SCADA system which included their two water treatment plants and approximately 70 remote boosters, tanks, metering stations, PRV stations and well houses.

2003 – Present:

City of Tooele, UT – Electrical and Controls Engineer

Mark began working for the City of Tooele by providing electrical and controls maintenance at the City's Water Reclamation Facility. In 2011 Mark was the lead electrical engineer for the design, construction and integration of a plant expansion at the Water Reclamation Facility. In 2015 SKM began providing electrical and controls services for the City's culinary water system.

2002 – Present:

City of Payson, UT – Electrical and Controls Engineer

The Payson Wastewater Treatment Plant was upgraded in 2002. Mark successfully implemented the electrical design for the project, oversaw the construction, and integrated the control system. A new fiber optic network was successfully installed and improved the operation and reliability of the SCADA system.

1999 – Present:

Springville City, UT – Electrical and Controls Engineer

Mark successfully designed and implemented the electrical and controls for two plant expansions at the Springville Wastewater Treatment Plant. The first expansion was in 1999 and the second in 2009. The expansions consisted of a new electrical service, new SCADA system and PLC replacements. SKM has been providing integration and maintenance services to the City since 1999.

1999 – Present:

Spanish Fork City, UT – Electrical and Controls Engineer

In 1999 SKM began working for Spanish Fork City by upgrading the electrical and controls system for their primary pump station at the Wastewater Treatment Plant. In 2004, the plant was expanded and Mark was the lead electrical and controls engineer for the project. He successfully implemented the electrical design for the project, oversaw the construction, and integrated the control system. A new fiber optic network was successfully installed and improved the operation and reliability of the SCADA system.

1998 – Present:

West Wendover, NV – Electrical and Controls Engineer

Since 1998 SKM has been providing services to the City of West Wendover for their water and wastewater systems. In 1999-2000 SKM performed a SCADA System replacement for both systems that incorporated new radios and equipment for their well field and pipeline located 20 miles from the City. In 2011-2012 SKM provided the design engineering and integration for a new MBR facility at the Water Reclamation Facility.

Other Project Experience

Present: Beaumont City, CA. WWTP MBR and RO Expansion

Present: Las Gallinas, CA. WWTP Expansion

Present: City of Imperial, CA. WWTP MBR Facility Expansion

Present: Central Davis Sewer District, Kaysville, UT. WAS Thickening

Addition

2016: Ogden City, UT. Water System SCADA Upgrade

2016: Provo City, UT. WWTP UV Building Addition and Headworks Upgrade

2015: Ogden City, UT. WTP Microfiltration Upgrade

2015: Provo City, UT. WWTP Master Plan

2014: Imperial, CA. WTP Controls Upgrade

2013: City of Elko, NV. WWTP Upgrade

2013: Fort Shafter Flats, HI. WWTP MBR Facility

2011: Las Gallinas, CA. WWTP Microfiltration Addition

2011: Provo City, UT. WWTP Centrifuge Facility Upgrade

2011: Orem City, UT. WWTP Expansion

2010: Taos, NM: WWTP MBR Facility Expansion

2010: Moroni, NM: WWTP MBR Facility

2009: Brigham City, UT. WWTP Expansion

2008: Heber, CA. WWTP Expansion

2008: Inscription Canyon Ranch, AZ. WWTP MBR Plant

2008: Edgewood City, NM. WWTP MBR Facility

2007: Gallup, NM. WWTP Expansion

2006: Jerome City, ID. WWTP MBR Facility

2005: Hyrum City, UT. WWTP MBR Facility

2003: Oakley City, UT. WWTP MBR Facility





Allen Rogers, P.E. - Principal

(801) 683-3765 - allen.rogers@skmeng.com

Mr. Rogers is a programmer and designer with experience in electrical design, control systems, and Telemetry and SCADA systems. Mr. Rogers has assisted in the design, programming, startup and maintenance on several source water, water treatment, wastewater collection, and wastewater treatment projects. Mr. Rogers has experience with many different aspects of SCADA systems. He has worked with many different programmable logic controllers including Allen Bradley, Control Microsystems, and Modicon. He has used many different operator interfaces including Allen Bradley, C-More, and Maple. He has experience with GE Fanuc iFix (Intellution) HMI software. He has assisted in the design and installation of new systems, replacement of old systems, and expansion of existing systems. Mr. Rogers has worked with several different communication systems including radio, Ethernet, serial, and proprietary communication systems. Mr. Rogers has also assisted in several path studies using licensed and unlicensed radios.

Work Experience

18 Years

Education

BS Electrical Engineering
University of Utah, 2010

Registration

Professional Engineer:

Utah

Specialties

- Programming
- Project Management
- Design
- Electrical Design, Control
- Systems, Telemetry and SCADA
- systems
- Programmable Logic Controllers
- HMI
- Radios

References

Isaac Kershner, Water Distribution
Manager | Park City, UT
P: 801-725-5331
E: isaac.kershner@parkcity.org

Mike Cortez, District Engineer –
Las Gallinas Valley Sanitary District
P: 415-472-1033 ext 18
E: engineer@lgvdsd.org

Lea Emmons, City of Tracy Water
Department
P: 209-831-6302
E: Lea.emmons@cityoftracy.org

Project Experience

Las Gallinas Re-use Water Project, San Rafael, CA – Project Manager

Mr. Rogers led the design team for the closed filter re-use water project in Las Gallinas. The system consisted of treating effluent with a GE Zpak system for irrigation use. Mr. Rogers recently finished construction oversight on the electrical portion of the project.

Gallup Water SCADA Replacement, Gallup, NM – Programmer

Mr. Rogers assisted in the programming of the HMI and PLCs of the city's SCADA system. The project replaced over twenty remote sites during an installation time of two weeks.

Gallup Wastewater Expansion, Gallup, NM – Programmer

Mr. Rogers assisted in the programming of plant PLCs and the creation of loop diagrams for additions to the wastewater plant.

Lost Creek and Rockport Boosters, Summit County, UT – Programmer

Mr. Rogers programmed the PLCs, operator interfaces, and HMI for the Lost Creek Booster expansion and the Rockport Booster stations. The main pump station had 10 pumps running at 500 PSI.

Mountain Regional Water, Summit County, UT – Programmer/Project Manager

The system includes 40 remote sites, a treatment plant, and large booster pump system. Mr. Rogers is currently involved in setting up new radio networks and upgrading hardware and HMI software for the system.

Elko WWTP Upgrade, Elko, NV – Designer

Mr. Rogers assisted in the electrical design, load calculations, conduit schedules, and lighting plan for the Elko WWTP Headworks expansion project.

Elko WWTP Reporting, Elko, NV – Programmer

Mr. Rogers was responsible for the design and programming of a complete reporting package that integrated all reporting aspects of the plant from the lab, operator field readings, and HMI historical data into one database. Reports were then automatically generated from information contained in the database.

CWSID WWTP Upgrade, Ogden, UT – Designer

Mr. Rogers assisted in the design of the control system of the Central Weber Sewer Improvement District WWTP 60 MGD upgrade. He was responsible for developing many control loop specifications and aided in the creation of the process and instrumentation diagrams.

Allen Rogers, P.E. - Principal

Project Experience (continued)

Intrepid Potash, Carlsbad, NM – Programmer

Mr. Rogers was responsible for a large portion of the programming of an underground stacker/reclaimer system that involved a stacker, several conveyor belt systems, and a loading system.

Quinns Junction WTP, Park City, UT – Project Manager

Mr. Rogers was in charge of the integration of the Quinn's plant which included programming the plant PLC, HMI Software, and reporting for the plant. Mr. Rogers's was also responsible for integrating the OEM Pall system into the plant HMI to create a seamless operating experience for the plant staff.

Salt Lake City WRF, Salt Lake City, UT – Project Manager

Mr. Rogers just completed a network upgrade at the plant that installed a new fiber backbone throughout the plant and new CTC cabinets using Layer 2 and 3 Cisco switches in nineteen locations. Mr. Rogers is currently designing the replacement of the antiquated remote IO system throughout the plant with new PLCs.





Ryan Pack, P.E. - Principal

(801) 683-3761 - ryan.pack@skmeng.com

Mr. Pack has experience with many components of SCADA and controls. He has worked with controls as simple as relay logic and PID loop controllers thru complex radio controlled SCADA systems. He has worked with many different programmable logic controllers and Operator interfaces including Allen Bradley, Control Microsystems, GE, Koyo, Modicon, Siemens, and others. He has utilized many software packages for human machine interface including Allen Bradley, GE Proficy (Intellution), Wonderware, and National Instruments Lookout. He has designed and installed new systems, replaced old systems, and expanded existing control systems. Mr. Pack has worked with many communications systems including radio, fiberoptics, ethernet, serial, and proprietary communications systems such as controlnet and profibus. He has conducted numerous path studies, for both licensed and non-licensed radio communications systems. He has designed and installed radio telemetry systems with over 50 remote sites.

Work Experience

24 Years

Education

BS Electrical Engineering
University of Utah, 2002

MBA
Weber State University, 2005

Registration

Professional Engineer:

UT, ID, NV, WY, CO, HI, NM, NY, IA

Specialties

- Electrical and Controls
- Design
- Construction Oversight
- Control Systems
- Telemetry and SCADA Systems
- Design
- Control Testing
- Programming
- Startup and Maintenance
- Contracts

References

Omar Hammoud,
President APG Neuros
P: 450-939-0799

E: ohammoud@apg-neuros.com

David Richards, Water Department
Engineer, City of Idaho Falls
P: 208-612-8471

E: drichards@idahofallsidaho.gov

Matt Meyers, South Davis
Sewer District Engineer

P: 801-295-3469

E: mmyers@sdsd.us

Project Experience

Lost Creek Project, Summit County, UT – Electrical/Controls Engineer

Mr. Pack worked on this project in all aspects from the shallow wells to the treatment facility. Ryan designed Mountain Regional Water's SCADA system, and has continued working on the system since original installation. He oversaw the programming and startup of the existing Lost Creek Canyon control system, and is extremely familiar with its layout, configuration, and applications. Ryan also worked on the design for the motor controls, power distribution, lighting, and instrumentation for this system.

Mountain Regional Water SCADA, Summit County, UT – Controls Engineer

SKM designed a new SCADA system for the district that included all of the water distribution, raw water collection, and treatment. He worked with the water district to design a new SCADA system that included all of the water distribution, raw water collection, and treatment. He worked with the water district to meet their monitoring, reporting, and control needs. Ryan coordinated the installation with their staff, and programmed much of the system. This included reporting, monitoring, alarming, and full control of the system. He continues to maintain the system with SKM's staff of service personnel.

Idaho Falls Water SCADA, Idaho Falls, ID – Controls Engineer

SKM designed a backup power generation system for the water department, as well as the control interface between the Generator and the SCADA system. Mr. Pack is currently maintaining their water system SCADA and controls, and is under contract to perform programming on their upcoming additions.

Santaquin SCADA, Santaquin, UT – Controls Engineer

SKM designed a new SCADA system for the city that included all of the water distribution, wastewater collection, and wastewater treatment facility. Mr. Pack worked with the city to meet their monitoring and control needs, and provide a system that would work for them. He coordinated the installation with local trades, and aided in the programming of the system. This included reporting, monitoring, alarming, and full system control.

Summit Park Boosters, Summit County, UT – Electrical/Controls Engineer

SKM worked on the electrical and controls design for the two pump stations, and flow control station required for this project. Mr. Pack designed the motor controls, instrumentation, and controls required to operate the facilities as required by Mountain Regional Water.

Bountiful City Water, Bountiful, UT – Electrical/Controls Engineer

SKM has worked on numerous projects for the City of Bountiful. Mr. Pack has designed numerous motor control and distribution systems for wells and boosters for the city. He has worked with the department head to incorporate complete system control from the motor control enclosure for each of these sites.

Davis and Weber Counties Canal SCADA, Weber County, UT – Controls Engineer

SKM is currently working on installation of a new SCADA monitoring system for the canal company. This includes the monitoring of all canal discharge flows, as well as monitoring of the primary canal flow. Ryan designed the radio network, control system, and aided the district in coordinating installation of required hardware. East Zion

Ryan Pack, P.E. - Principal

Project Experience (continued)

SCADA, East Zion SSD, UT. Electrical/Controls Engineer. Ryan Designed the Electrical, Controls, and SCADA system for this community's water system. This included phase conversion for the booster pumps, tank level monitoring, well control and communications between the sites. Ryan designed all of the motor controls and instrumentation for this project.

East Zion SCADA, East Zion SSD, UT – Electrical/Controls Engineer

Ryan Designed the Electrical, Controls, and SCADA system for this community's water system. This included phase conversion for the booster pumps, tank level monitoring, well control and communications between the sites. Ryan designed all of the motor controls and instrumentation for this project.

Tanks

Big D Construction, Oakley Water Tank – Principal/Project Manager

Driggs 1MG Tank – Principal

Extreme Excavation and Landscaping Inc, Middle Valley Tank –

Elevate Health Sciences, Elevate Health EQ Tank Design –

Black Dolphin Consulting, LLC, Elko 5th Street Tank and Pump Station –

Highlands Ranch Well and Tank – Project Manager





Tovey Ashby - Senior Programmer

(801) 683-3763 - tovey.ashby@skmeng.com

Location: 533 W 2600 S, Suite 25, Bountiful, UT 84010

Mr. Ashby has experience with many different aspects of SCADA systems. He has worked with many different programmable logic controllers including Allen Bradley, AutomationDirect, Control Microsystems, Siemens, GE, ControlWave and Modicon. He has used many different operator interfaces including Allen Bradley, Schneider Electric, Siemens, and AutomationDirect. He has extensive experience with Inductive Automation Ignition, GE Proficy iFix, FactoryTalk View and Wonderware HMI software. He also has extensive experience in scripting with VBA and other languages.

Work Experience

17 Years

Education

AS Electrical Automation and Robotics Technology, Utah Valley University 2004

BS Technology Management, Utah Valley University 2006

Specialties

- Controls Engineering
- Industrial Network Design
- Radio and Telemetry Systems
- SCADA System Design and Integration
- PLC and HMI Design and Integration

References

Isaac Kershner, Water Distribution Manager | Park City, UT
P: 801-725-5331
E: isaac.kershner@parkcity.org

Jared Gunderson, Wastewater Treatment Foreman | Rexburg, ID
P: 208-716-1323
E: jared.gunderson@rexburg.org

Jeff Hollingsworth, Wastewater Plant Manager | Willard, UT
P: 801-745-5013
E: hollingja60@gmail.com

Project Experience

Salt Lake WWTP, SLC, UT – Programmer/Integrator

Mr. Ashby has developed streamlined templates and standards for the iFix SCADA system for SLC WWTP. The system includes a redundant SCADA as well as a separate Historian Server along with several Thin Clients. The SCADA system includes custom trending features as well as historical filtering of alarms and other data.

Central Weber Sewer Improvement District, Ogden, UT – Programmer/Integrator

Mr. Ashby has been integral with other SKM programmers in programming this plant and was forefront on developing/updating SKM's programming standards throughout the project. This system includes a redundant EtherNet network as well as radio communications and a Redundant SCADA system including reporting, alarming, security and video monitoring.

Richmond WWTP, Richmond, UT – Programmer/Integrator

Mr. Ashby was responsible for the programming of the PLCs, HMI, and touchscreens for the entire wastewater treatment plant. This system is a Kubota MBR. The HMI included system monitoring, reporting, alarming, and full system control.

Jerome WWTP, Jerome, ID – Programmer/Integrator

Mr. Ashby was responsible for the programming of the PLCs, HMI, and touchscreens for the entire wastewater treatment plant including a Kubota MBR system.

Wolf Creek WWTP, Eden, UT – Programmer/Integrator

Mr. Ashby was responsible for the programming of the PLCs, HMI, and touchscreens for the entire wastewater treatment plant. The Wolf Creek WWTP was a Zenon MBR plant and required complex programming and system controls.

Rupert WWTP, Rupert, ID – Programmer/Integrator

Mr. Ashby was responsible for the programming of the PLCs, HMI, and touchscreens for the majority of the wastewater treatment plant and also integrating control systems from multiple vendors into the SCADA system with ControlNet. The HMI included system monitoring, reporting, alarming and full system control. The main PLC system is setup with redundant processors.

Kennecott Utah Copper, Magna, UT – Programmer/Integrator

Mr. Ashby has been providing contract-programming services for KUCC for over 6 years. During this time he has provided general HMI maintenance, PLC maintenance to the tailings pump stations, the addition of pit area pump stations and multiple other projects. Also, he has provided general maintenance for the South Area Water system. Kennecott exclusively uses Allen Bradley control systems including PLC-5 / SLC / MicroLogix / ControlLogix / CompactLogix processors, various models of PanelView touchscreens, RSView SCADA Software and PowerFlex VFD's / Softstarts that communicate over a variety of protocols including EtherNet / DH+ / DeviceNet / RIO Modules.

Tovey Ashby - Senior Programmer

Project Experience (continued)

APG Neuros – Programmer

Mr. Ashby has transcribed the standard programs for APG Neuros Turbo Blowers from Allen Bradley into Siemens in various programming languages including LAD/FBD/STL/SCL.

Distribution and Treatment

Park City – Programmer/Integrator

Park City has two main divisions. Distribution and Treatment. The SCADA system entails redundant SCADA servers with communications to over 100 devices using various protocols including Allen-Bradley Ethernet/DeviceNet/ControlNet, Modbus TCP/IP and SNMP to PLC's, radios and analyzers. Management is able to extract data on water and power usage using custom reports and dashboards. There are also communications between other SCADA systems of neighboring municipalities including Mountain Regional Water and Summit Water. This allows data to be shared to assist in management of systems. Mr. Ashby has been involved in mapping data between the different municipalities SCADA systems as well as re-writing queries and data management to be faster and more accurate. He has also worked on cleaning up interfaces to make the screens more user friendly and helped staff with learning how to program in Ignition so they can make minor adjustments on their own.

Wastewater Treatment

Metropolitan Water District of Salt Lake and Sandy – Programmer/Integrator

Mr. Ashby was responsible for the upgrade of communications to power monitoring equipment from serial communications to Ethernet. This also entailed upgrading Redundant PLC's from ControlNet and DeviceNet to Ethernet. Motor Management Relays were replaced with updated hardware with Ethernet communications. Mr. Ashby developed repeatable communication logic to mesh communications from the new protocol to the existing logic in the PLC's while maintaining compatibility with communications to the existing SCADA software.

Mr. Ashby was responsible for conversion of a Lime Slaker system developed by another vendor from Wonderware to iFix. This entailed replicating functionality between the 2 different systems with differing capabilities while referencing a PLC program with no documentation.

Mr. Ashby has developed a pilot program for a remote system on Ignition hosted on a Linux operating system to test functionality and show the additional features available in the new software to the client. This involved conversion of the old system from iFix to Ignition while keeping PLC programming standards intact and maintaining existing standards on the SCADA system. Pending success in the pilot system may result in the upgrade of the entire SCADA system to Ignition at both the treatment plants in Salt Lake and Sandy.

Water Distribution

Idaho Falls – Programmer/Integrator

Idaho Falls maintains a water system consisting of 19 wells and boosters. Mr. Ashby has been involved with the upgrade of the SCADA Software Proficy iFix to Ignition by Inductive Automation. Further, this was the first implementation of this major revision of software from the vendor. This upgrade included restructuring of the tag database and recreating animations with new bindings and scripting. He has also been involved with migrating historical from the old system to the new. Being a new version of software, bindings and animations and design needed to be restructured compared to past systems. This involved some development of new standards and templates and datatypes being updated for this version of software.

Idaho Falls was the first system on a major revision change of SCADA software. Mr. Ashby worked to update standard templates and programming to work on the new software to be used for future projects. He has also updated screens and templates to utilize user-selectable color themes to be high performance to help operators view important data more easily. He has re-created reports on the new system using power tables and SQL queries to emulate reports from the old system that used an Excel Add-in.

Other Project Experience

Wendover WWTP - West Wendover, NV

Simplot Silica Sand Mine, Overton, NV

Bear River WCD - Brigham City, UT

JBS WWTP - Hyrum, UT

Taos WWTP - Taos, NM

Sedona Lift Stations - Sedona, AZ

Blue Mountain Energy Recovery - Blue Mountain, UT

Stansbury WWTP - Stansbury, UT

Jurupa WWTP - Jurupa, CA

Bear River WCD - Brigham City, UT

Gallup Water/Wastewater - Gallup, NM

Idaho Falls Water - Idaho Falls, ID

JBS WWTP - Hyrum, UT





Daniel Leavitt - Senior Designer / Drafter

(801) 683-3766 - daniel.leavitt@skmeng.com

Location: 533 W 2600 S, Suite 25, Bountiful, UT 84010

Mr. Leavitt is an electrical drafter and 3D graphic artist with experience in electrical design, control systems, process, instrumentation and PLC design. His experience includes water treatment, wastewater collection and wastewater treatment. He has drafted power distribution of 120V and 480V systems, created lighting plans, schematics, conduit development, process and instrumentation diagrams and lighting panel schedules. He has also developed 3D graphics of many different mechanical process areas for controls for the PLC at multiple plants.

Work Experience

17 Years

Education

Salt Lake Community College,
Architectural Drafting

ITT Technical Institute, AAS,
Computer Drafting and Design

Specialties

- Electrical Water/Wastewater
- AutoCAD Electrical
- Sketchup
- Excel
- Bluebeam
- Photoshop

Project Experience

Beaumont, CA Wastewater Treatment Plant Upgrade – Electrical Designer

Create, designed and managed AutoCAD files for the project and coordinated with Civil Engineers. Created load calculations and schedules using excel to be implemented in the plan set.

Create lighting calculations for plant lighting. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals. Developed 3D graphics for different process areas for PLC controls. Created an as-built set from the Electrical contractor's markups to be delivered to client.

Imperial, CA, WWTP MBR Upgrade – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.

Create lighting calculations for plant lighting. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Western Riverside County Regional Water Authority, CA WWTP Digester 3 Addition – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Las Gallinas, CA Sanitary District Water Treatment Facility – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.

Create lighting calculations for plant lighting. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

West Bountiful, UT, South Davis Sewer District South Plant – Electrical Designer

Create, design and manage AutoCAD files for the project and coordinate with Civil Engineers. Create load calculations and schedules using excel to be implemented in the plan set.

Create lighting calculations for plant lighting. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Spanish Fork, UT Water Reclamation Facility - Panel Drawings – Electrical Designer

Create, design, and manage AutoCAD files for the project and coordinate with electrical engineers.

Create panel and terminal block layouts, panel power and I/O diagrams.

Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals/shop drawings.

North Salt Lake, UT Wasatch Resource Recovery – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide Bluebeam PDFs and/or hardcopy prints for Engineer review/submittals.

Rexburg, ID Water Reclamation Facility Upgrades Phase 1 & 2 – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files.

Create lighting calculations for plant lighting. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

Daniel Leavitt - Senior Designer / Drafter

Project Experience (continued)

Holden, WA, Rio Tinto Mine Water Treatment Plant – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Create lighting calculations for plant lighting. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

Las Vegas, NV, Final Treatment Building – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

Western Riverside County Regional Water Authority, CA WWTP Plant Upgrade – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

Fort Shafter, HI, Water Reclamation Facility – Electrical Designer

Create, design and manage AutoCAD files for the project. Create load calculations and schedules using excel to be implemented in the AutoCAD files. Provide PDFs and/or hardcopy prints for Engineer review/submittals.

HMI 3D Graphics

Beaumont, CA Wastewater Treatment Plant Upgrade – Graphics Artist

Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

Rexburg, ID Water Reclamation Facility Upgrades Phase 1 & 2 – Graphics Artist

Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

Western Riverside County Regional Water Authority, CA WWTP Plant Upgrade – Graphics Artist

Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

Heber, UT, Heber Valley SSD Plant Expansion – Graphics Artist

Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.

West Wendover, NV, Plant Expansion – Graphics Artist

Create, design and manage Sketchup files for the project. Render 3D Sketchup files for a more realistic appearance. Provide high resolution images from the renderings using Photoshop for the electrical programmers to implement into the HMI/SCADA system.



skm

- SKM Engineering
- 533 W 2600 S Suite 25
- Bountiful, UT 84010
- (801) 677-0011

- skmeng.com

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Electrical & Controls Engineering 2024 Hourly Billing Rates

Electrical Principal Engineer	225
Electrical Engineer III	205
Electrical Engineer II	185
Electrical Engineer I	165
CAD Designer/Manager	155
CAD Designer III	145
CAD Designer II	135
CAD Designer I	115
Controls Project Manager	195
Controls Engineer III	185
Controls Engineer II	170
Controls Engineer I	150
Electrical Transmission Engineer	215
Administrative	95

Reimbursable Expenses Schedule

Additional expenses will be handled in the following manner:

Mileage:	IRS per mile rate for vehicles not rented
Printing Costs:	Pass through at cost for project documents
Sub-Consultants:	Pass through at cost, no mark-up
Equipment Costs:	Billed at cost plus 10% markup



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

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 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 American Ins. & Investment 448 S 400 E Salt Lake City UT 84111	CONTACT NAME: Mason Allen	
	PHONE (A/C, No, Ext): 801-364-3434	FAX (A/C, No):
E-MAIL ADDRESS: mason.allen@american-ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance Company		37885
INSURER B : Hartford Accident & Ind Co.		22357
INSURER C : Twin City Fire Insurance Co		29459
INSURER D : American Casualty Company of Reading, PA		20427
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 790779444 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			34SBAIJ6668	2/24/2024	2/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			34UECZT2028	2/24/2024	2/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAIJ6668	2/24/2024	2/24/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC625004807	2/24/2024	2/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Retroactive Date 2/7/1994			DPR5024481	2/19/2024	2/19/2025	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 "The City of Beaumont, its elected and appointed officers, employees, agents and volunteers are named as additional insured as required by written contract with respect to General Liability and Auto Liability. 30 Days' Notice of Cancellation to certificate holder, 10 days for non-payment of premium applies."

CERTIFICATE HOLDER City of Beaumont 550 E. 6th Street Beaumont CA 92223 United States	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 
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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (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, including the contents of such premises, rented to you 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 Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. 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; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, 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 connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, 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;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

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

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

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

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

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

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, 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:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

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- (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, designs 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; or
 - (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.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to 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; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

- (1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.