

RESOLUTION 2015-05

A RESOLUTION OF THE GARIBALDI CITY COUNCIL ACTING AS LOCAL CONTRACT REVIEW BOARD ADOPTING FINDINGS AND AUTHORIZING THE CITY MANAGER AND THE MAYOR PROTEM TO CONTRACT WITH M.L. HOUCK CONSTRUCTION CO. FOR THE CONSTRUCTION OF THE WATER LINE INTERTIE PROJECT TO WATSECO-BARVIEW WATER DISTRICT

WHEREAS, the City of Garibaldi (City) has been awarded funding by the Oregon Infrastructure Finance Authority for the purpose of constructing a water system intertie (Project) between the City and the Watseco-Barview Water District (District); and

WHEREAS, the Garibaldi City Manager the Public Works Director have issued an invitation to bid on Project per the requirements of Garibaldi Municipal Code (GMC) §3.10, providing a process for the competitive bidding of public works construction projects; and

WHEREAS, M.L. Houck Construction Co. has submitted the lowest qualified bid to construct Project to the City following all the requirements of the bid process established by the City; and,

WHEREAS, the Garibaldi City Council (Council) acting as the Garibaldi Contract Review Board has reviewed a report presented the Garibaldi Public Works Director to the Council, attached to and made part of this resolution as **Exhibit A**; and,

WHEREAS, the Council accepts the formal bid submitted from M.L. Houck Construction Co. for construction of the Project as the lowest responsive bidder,

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:

Section 1. The Council finds the recitals to this Resolution are relevant facts and incorporated herein as findings for this Resolution.

Section 2. The Council hereby awards a contract to M.L. Houck Construction Co. (Contractor) for the construction of Project, and directs the City Manager to finalize an agreement based on the Invitation to Bid documents.

Section 3. The City Manager is hereby directed to notify all bidders of the City's decision to contract Contractor.

Section 4. The City Manager is hereby authorized to enter into an agreement with Contractor on behalf of the City for the construction of Project as described in the invitation to bid documents issued by the City.

Section 5. The City Manager is authorized to expend funds up to \$1,100,000 in payments to Contractor for work and products included in agreement with Contractor, and for the duration of the City's agreement with Contractor.

Section 6. The City Manager and Public Works Director are authorized and directed to act as the Owners Representatives and Project Managers for the duration Project and the agreement with Contractor, and to make all decisions regarding changes and modifications to the scope of Project that are deemed necessary by the City Manager and Public Works Director to ensure timely completion of Project.

Section 7. This resolution is effective as of the date of its adoption by the City Council.

TO: Mayor McCarthy, Council President Kandle, Cn Vice President Tish, Cn Shattuck,
Cn Westerfield, City Manager O'Leary
FROM: Blake Lettenmaier, Public Works Director
DATE: April 20, 2015
SUBJECT: Watseco-Barview Water Line Intertie Contract Award Recommendation

Greetings Mayor, Council and Manager. I have reviewed the four bids received for the construction of the water line intertie with Watseco-Barview Water District's water distribution system. I have found the lowest responsive bidder to be M.L. Houck Construction Co.

The bid tabulation is enclosed for your review. Also enclosed is the Responsibility Determination Form and associated documentation supporting such determination.

Having that been said, I ask for your approval to award the Contract to M.L. Houck Construction Co.

Thank you in advance for your consideration.

CITY OF GARIBALDI
WATER LINE INTERTIE PROJECT TO WATSECO-BARVIEW WATER DISTRICT
BID TABULATIONS

Project # 2014-100, Bids Received March 12, 2015

Note: All items are complete and installed, including but not limited to, all labor, materials, appurtenances, etc.

% OVER LOW BID			
100.0000%	115.0423%	127.5386%	137.7106%
\$931,683.00	\$1,071,830.00	\$1,188,255.30	\$1,283,026.52
M.L. HOUCK CONSTRUCTION CO.	C&M EXCAVATION & UTILITIES LLC	COLUMBIA PACIFIC CONSTRUCTION, INC.	CONWAY CONSTRUCTION CO.

GENERAL

Item No.	Quan.	Unit of Meas.	Description	M.L. HOUCK CONSTRUCTION CO.		C&M EXCAVATION & UTILITIES LLC		COLUMBIA PACIFIC CONSTRUCTION, INC.		CONWAY CONSTRUCTION CO.	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1	LS	Mobilization	\$65,500.00	\$65,500.00	\$88,000.00	\$88,000.00	\$58,950.00	\$58,950.00	\$130,000.00	\$130,000.00
2	1	LS	Field office with water, sewer and power	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$5,390.00	\$5,390.00	\$3,500.00	\$3,500.00
3	1	LS	Traffic control, plan and supervisor	\$5,500.00	\$5,500.00	\$12,000.00	\$12,000.00	\$19,850.00	\$19,850.00	\$6,910.00	\$6,910.00
4	0.04	AC	Clearing and Grubbing	\$54,500.00	\$2,180.00	\$150,000.00	\$6,000.00	\$18,140.00	\$725.60	\$21,130.00	\$845.20
5	270	LF	Removal and delivery of concrete barrier blocks	\$8.50	\$2,295.00	\$6.50	\$1,755.00	\$14.25	\$3,847.50	\$20.00	\$5,400.00
6	1	LS	Potholing existing utilities (existing water lines and fiber optics)	\$2,075.00	\$2,075.00	\$5,000.00	\$5,000.00	\$4,350.00	\$4,350.00	\$1,251.00	\$1,251.00
7	3	EA	Connecting to existing water line	\$1,275.00	\$3,825.00	\$2,000.00	\$6,000.00	\$2,705.00	\$8,115.00	\$1,940.00	\$5,820.00
8	79	SY	Class B Asphalt Concrete (matching existing thicknesses, max. 3" lifts including saw cutting and sealing)	\$27.00	\$2,133.00	\$95.00	\$7,505.00	\$59.25	\$4,680.75	\$60.00	\$4,740.00
9	40	TCY	Gravel surfacing (3/4 inch minus)	\$31.00	\$1,240.00	\$46.00	\$1,840.00	\$48.30	\$1,932.00	\$43.00	\$1,720.00
10	2408	TONS	Flooding railroad tracks and removal to top of ties (includes ballast fill to top of ties to remain in place per sheet 12) (see addenda 4 & 5)	\$28.00	\$67,424.00	wrong bid form		\$62.40	\$150,259.20	\$32.00	\$77,056.00
11	1127	TONS	Riprap for revetment repair	\$71.00	\$80,017.00	\$96.00	\$108,192.00	\$83.50	\$94,104.50	\$88.00	\$99,176.00
12	113	TONS	Chinking rock for riprap revetment	\$81.00	\$9,153.00	\$46.00	\$5,198.00	\$51.00	\$5,763.00	\$89.00	\$10,057.00
13	67	LF	Boring and carrier pipe/spacers	\$825.00	\$55,275.00	\$1,175.00	\$78,725.00	\$610.00	\$40,870.00	\$593.00	\$39,731.00
14	1	LS	Existing Watseco-Barview Reservoir draining, cleaning and disinfecting	\$7,900.00	\$7,900.00	\$11,500.00	\$11,500.00	\$6,260.00	\$6,260.00	\$7,377.00	\$7,377.00
15	32	HR	Delay Time	\$325.00	\$10,400.00	\$775.00	\$24,800.00	\$360.00	\$11,520.00	\$500.00	\$16,000.00
16	1	LS	Building construction including all electrical,TPUD work and all related appurtenances/work except water line parts and telemetry	\$43,500.00	\$43,500.00	\$70,000.00	\$70,000.00	\$88,250.00	\$88,250.00	\$45,000.00	\$45,000.00
17	1	LS	Adjustment of existing water services and mailboxes	\$1,635.00	\$1,635.00	\$1,300.00	\$1,300.00	\$4,095.00	\$4,095.00	\$3,142.00	\$3,142.00
18	1	LS	Abandon two existing Watseco-Barview wells according to all State, County and Federal requirements	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$7,875.00	\$7,875.00	\$6,405.00	\$6,405.00
19	1	LS	Demolish and haul away all existing improvements at Watseco-Barview well site except generator to an approved disposal site after intertie is complete and functioning. Deliver generator Watseco-Barview Water District office site. Cut, cap & thrust block water line from well site to main closest to main. (Includes clearing and grubbing)	\$5,500.00	\$5,500.00	\$11,000.00	\$11,000.00	\$5,450.00	\$5,450.00	\$17,000.00	\$17,000.00
20	130	TCY	Excavate 1 foot depth of filter flushed disposal site existing soil within existing Watseco-Barview well site's fenced area and haul to approved disposal site according to all State, County and Federal requirements. (Includes clearing and grubbing)	\$26.00	\$3,380.00	\$18.00	\$2,340.00	\$31.20	\$4,056.00	\$22.00	\$2,860.00
21	160	TCY	Import and spread 1 foot thickness of 3/4 inch minus over existing Watseco-Barview disturbed well site after thoroughly cleaning up site	\$32.00	\$5,120.00	\$34.00	\$5,440.00	\$31.50	\$5,040.00	\$31.00	\$4,960.00
22	3	PANEL	Remove and replace existing portion of fence near Sta 60+50	\$110.00	\$330.00	\$215.00	\$645.00	\$1,790.00	\$5,370.00	\$345.00	\$1,035.00
SUBTOTAL					386,382.00		463,740.00		536,753.55		489,985.20

EROSION CONTROL

23	3	EA	Catch basin insert bags	\$110.00	\$330.00	\$85.00	\$255.00	\$101.00	\$303.00	\$78.00	\$234.00
24	40	TCY	3/4 inch minus crushed rock	\$31.00	\$1,240.00	\$34.00	\$1,360.00	\$69.00	\$2,760.00	\$31.00	\$1,240.00
SUBTOTAL					1,570.00		1,615.00		3,063.00		1,474.00

STORM DRAINAGE

25	1	LS	Remove and dispose of existing storm drainage improvements	\$1,625.00	\$1,625.00	\$575.00	\$575.00	\$6,450.00	\$6,450.00	\$726.00	\$726.00
26	10	LF	Remove and replace 12" zinc aluminized CMC include coupling band	\$110.00	\$1,100.00	\$30.00	\$300.00	\$176.00	\$1,760.00	\$89.00	\$890.00
SUBTOTAL					2,725.00		875.00		8,210.00		1,616.00

WATER LINE CONSTRUCTION

27	1	EA	6"x6"x8" DI Tee	\$1,050.00	\$1,050.00	\$960.00	\$960.00	\$1,295.00	\$1,295.00	\$1,391.00	\$1,391.00
28	1	EA	6" Gate Valve	\$1,100.00	\$1,100.00	\$1,125.00	\$1,125.00	\$1,178.00	\$1,178.00	\$1,498.00	\$1,498.00
29	10	LF	6" PVC C900 (including bedding and backfill)	\$145.00	\$1,450.00	\$40.00	\$400.00	\$47.25	\$472.50	\$62.00	\$620.00
30	2	EA	6" Couplers	\$365.00	\$730.00	\$300.00	\$600.00	\$371.00	\$742.00	\$442.00	\$884.00
31	4	EA	8" Gate Valve	\$1,570.00	\$6,280.00	\$1,600.00	\$6,400.00	\$1,550.00	\$6,200.00	\$2,032.00	\$8,128.00
32	4	EA	8" 45 degree DI bend	\$435.00	\$1,740.00	\$360.00	\$1,440.00	\$302.00	\$1,208.00	\$610.00	\$2,440.00
33	7	EA	Meter body and concrete cover	\$225.00	\$1,575.00	\$300.00	\$2,100.00	\$180.00	\$1,260.00	\$479.00	\$3,353.00
34	1102	LF	8" PVC C900 (including bedding and backfill)	\$37.50	\$41,325.00	\$39.00	\$42,978.00	\$33.30	\$36,696.60	\$52.00	\$57,304.00

35	2	EA	8"x8" DI Tee	\$635.00	\$1,270.00	\$560.00	\$1,120.00	\$860.00	\$1,720.00	\$940.00	\$1,880.00
36	4	EA	8" DI Long radius bend	\$610.00	\$2,440.00	\$525.00	\$2,100.00	\$435.00	\$1,740.00	\$800.00	\$3,200.00
37	1	EA	2" Corp stop w/saddle	\$650.00	\$650.00	\$400.00	\$400.00	\$500.00	\$500.00	\$761.00	\$761.00
38	10	FT	2" Sch 80 PVC (including bedding and backfill)	\$56.00	\$560.00	\$20.00	\$200.00	\$23.00	\$230.00	\$68.00	\$680.00
39	1	EA	8" PVC C900 to size 12 HDPE DR7 PE 4710 adapter	\$1,100.00	\$1,100.00	\$615.00	\$615.00	\$921.00	\$921.00	\$802.00	\$802.00
40	4967	LF	Size 12 HDPE DR7 PE 4710 pipe (including bedding and backfill)	\$58.00	\$288,086.00	\$70.00	\$347,690.00	\$76.45	\$379,727.15	\$89.96	\$446,831.32
41	2	EA	Size 12 HDPE DR7 PE 4710 90 deg bend	\$605.00	\$1,210.00	\$355.00	\$710.00	\$905.00	\$1,810.00	\$649.00	\$1,298.00
42	3	EA	8" butterfly valve	\$3,160.00	\$9,480.00	\$2,000.00	\$6,000.00	\$4,315.00	\$12,945.00	\$3,127.00	\$9,381.00
43	2	EA	Size 12 HDPE DR7 PE 4710 22.5 deg bend	\$500.00	\$1,000.00	\$355.00	\$710.00	\$625.00	\$1,250.00	\$532.00	\$1,064.00
44	1	EA	Size 12 HDPE DR7 PE 4710 to 10" PVC C900 adapter	\$845.00	\$845.00	\$650.00	\$650.00	\$1,024.00	\$1,024.00	\$1,021.00	\$1,021.00
45	1319	LF	10" PVC C900 (including bedding and backfill)	\$40.00	\$52,760.00	\$43.00	\$56,717.00	\$32.50	\$42,887.50	\$57.00	\$75,183.00
46	11	EA	10" 45 degree DI bend	\$535.00	\$5,885.00	\$400.00	\$4,400.00	\$510.00	\$5,610.00	\$807.00	\$8,877.00
47	1	EA	10" Gate Valve	\$380.00	\$380.00	\$270.00	\$270.00	\$533.00	\$533.00	\$3,095.00	\$3,095.00
48	2	EA	Fire hydrant assembly	\$5,800.00	\$11,600.00	\$5,200.00	\$10,400.00	\$4,800.00	\$9,600.00	\$6,271.00	\$12,542.00
49	1	EA	Combination air release valve per construction detail sheet 16	\$4,000.00	\$4,000.00	\$3,800.00	\$3,800.00	\$2,090.00	\$2,090.00	\$3,922.00	\$3,922.00
50	2	EA	10" 22.5 degree DI bend	\$585.00	\$1,170.00	\$500.00	\$1,000.00	\$601.00	\$1,202.00	\$871.00	\$1,742.00
51	10	EA	Valve box & operator extension assembly	\$540.00	\$5,400.00	\$255.00	\$2,550.00	\$335.00	\$3,350.00	\$501.00	\$5,010.00
52	1	LS	Thrust blocks & tracer wire	\$2,875.00	\$2,875.00	\$7,550.00	\$7,550.00	\$24,139.00	\$24,139.00	\$9,339.00	\$9,339.00
53	1	LS	Closed Cell Polyethylene 3/4" Thickness Material	\$1,100.00	\$1,100.00	\$250.00	\$250.00	\$325.00	\$325.00	\$119.00	\$119.00
54	5	EA	8" DI spools per construction detail sheet 15	\$685.00	\$3,325.00	\$615.00	\$3,075.00	\$600.00	\$3,000.00	\$2,226.00	\$11,130.00
55	1	EA	8" Cla-Val 136EG-03BCY solenoid control valve with X105LCW Switch	\$8,725.00	\$8,725.00	\$6,500.00	\$6,500.00	\$8,719.00	\$8,719.00	\$8,373.00	\$8,373.00
56	2	EA	4" Dia Stainless Steel Adjustable Pipe Supports	\$390.00	\$780.00	\$315.00	\$630.00	\$450.00	\$900.00	\$247.00	\$494.00
57	4	EA	3/4" Brass Ball Corporation Valve Inlet 3/4" Corp., 3/8" Brass Reducer, 3/8" Brass Ball Valve w/ Oil Filled 0-160 Pressure Gauge	\$200.00	\$800.00	\$150.00	\$600.00	\$263.00	\$1,052.00	\$45.00	\$180.00
58	2	EA	Siemens Sitrans F M Flowmeter Magflo Mag 5100 W, DN 200 (8") w/Transmitter	\$315.00	\$630.00	\$250.00	\$500.00	\$210.00	\$420.00	\$163.00	\$326.00
59	1	EA	Pulsafeeder 35 Gallon Top-Mount Tank	\$6,215.00	\$6,215.00	\$5,200.00	\$5,200.00	\$6,295.00	\$6,295.00	\$5,582.00	\$5,582.00
60	1	EA	Pulsafeeder PULSAtron Series E Plus Pump Mfg # LPA2MA-VTC1, 3/8" Tubing, Stenner 3/8" Injection Check Valve	\$1,635.00	\$1,635.00	\$615.00	\$615.00	\$5,468.00	\$5,468.00	\$594.00	\$594.00
61	1	EA	Kinetic Compact Combination Air Valve 2" NPT Inlet and Outlet	\$2,200.00	\$2,200.00	\$900.00	\$900.00	\$1,264.00	\$1,264.00	\$852.00	\$852.00
62	1	EA	Telemetry CONTROL SYSTEM services and materials allowance for Camtronics, Inc. or approved other Co.	\$28,600.00	\$28,600.00	\$28,600.00	\$28,600.00	\$28,600.00	\$28,600.00	\$28,600.00	\$28,600.00
63	20	CY	Rock excavation and disposal (Allowance)	\$400.00	\$8,000.00	\$175.00	\$3,500.00	\$80.00	\$1,600.00	\$200.00	\$4,000.00
65	1	LS	Hydrostatic Testing	\$6,500.00	\$6,500.00	\$9,000.00	\$9,000.00	\$1,900.00	\$1,900.00	\$21,607.00	\$21,607.00
66	1	LS	Disinfection	\$8,175.00	\$8,175.00	\$6,000.00	\$6,000.00	\$3,046.00	\$3,046.00	\$10,754.00	\$10,754.00
67	1	LS	Clean-up	\$5,450.00	\$5,450.00	\$5,000.00	\$5,000.00	\$3,730.00	\$3,730.00	\$500.00	\$500.00
Note: All ductile iron is Class 53				SUBTOTAL		529,731.00	576,300.00	613,628.75		755,951.32	
TOTAL CONSTRUCTION AMOUNT				920,408.00	1,042,530.00	1,161,655.30	1,249,026.52				
OTHER											
68	1	LS	Insurance	\$2,725.00	\$2,725.00	\$11,550.00	\$11,550.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
69	1	LS	Performance bonds	\$4,000.00	\$4,000.00	\$7,875.00	\$7,875.00	\$6,000.00	\$6,000.00	\$14,000.00	\$14,000.00
70	1	LS	Labor and material bonds	\$4,000.00	\$4,000.00	\$7,875.00	\$7,875.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00
71	1	LS	Permits	\$550.00	\$550.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$5,000.00	\$5,000.00
				SUBTOTAL		11,275.00	29,300.00	26,600.00		34,000.00	
TOTAL OTHER AMOUNT				11,275.00	29,300.00	26,600.00	34,000.00				
GRAND TOTAL AMOUNT				931,683.00	1,071,830.00	1,188,255.30	1,283,026.52				
ALTERNATE											
72	21000	LF	Ice pigging all existing Watseco/Barview waterlines except residential service lines	\$3.25	\$68,250.00	\$2.84	\$59,640.00	\$3.65	\$76,650.00	\$2.60	\$54,600.00

Denotes correction to submitted bid calculation

City of Garibaldi, Oregon
P.O. Box 708
Garibaldi, Oregon 97118

Certified Correct:



RESPONSIBILITY DETERMINATION FORM

Project Name: Water Line Intertie w/ Watseco-Barview
Bid Number: PW-2014-100
Business Entity Name: M.L. Houck Construction Co.
CCB License Number: 85697
Form Submitted By (Contracting Agency
Representative's Name): Blake Lettenmaier
Title: Public Works Director, City of Garibaldi
Date: March 23, 2015

(The contracting agency must submit this form with attachments, if any, to the Construction Contractors Board within 30 days after the date of contract award.)

The contracting agency has (check all of the following):

- X Checked the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract.
- X Determined whether the bidder has met the standards of responsibility. In so doing, the contracting agency has considered whether the bidder:
 - X Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
 - X Has a satisfactory record of performance.
 - X Has a satisfactory record of integrity.
 - X Is qualified legally to contract with the contracting agency.
 - Has supplied all necessary information in connection with the inquiry concerning responsibility.
- X Determined the bidder to be (check one of the following):
 - X Responsible under ORS 279C.375(3)(a) and (b).
 - Not responsible under ORS 279C.375(3)(a) and (b).

(Attach documentation if the contracting agency finds the bidder not to be responsible.)

BUSINESS DETAIL FOR:
ML HOUCK CONSTRUCTION CO

License: 85697

The business detail record includes business contact information and information about the business' bond, liability insurance, worker's compensation insurance, licensing category, business entity and other associated CCB licenses.

License 85697

Number:

License Active

Status:

Date First 9/1/1992

Expiration: 9/1/2016

Licensed:

Name: ML HOUCK CONSTRUCTION CO

Address: 4444 22ND AVE NE SALEM OR 97301

Work Phone: (503) 463-7177

Entity Type: Corporation

Class of Non-Exempt

Independent

Contractor:

License —Commercial: CGC1 - General Contractor 1

Endorsement:

BUSINESS LICENSES & CERTIFICATIONS

CERTIFIED LEAD-BASED PAINT RENOVATION CONTRACTOR (LBPR) LICENSE
(IMPORTANT INFO)

NO LEAD BASED PAINT RENOVATORS LICENSE

All contractors must have an active "License Status" for their CCB license to legally offer or perform any type of work on any structure. An active "LBPR Status" allows contractors with an active "License Status" to renovate specific structures that may contain lead-based paint. Click on the IMPORTANT INFO link above for more detail.

ENERGY EFFICIENCY AND SUSTAINABLE TECHNOLOGY (EEAST) CERTIFICATION
(IMPORTANT INFO)

NO EEAST CERTIFICATION

All contractors must have an active "License Status" for their CCB license to legally offer or perform any type of work on any structure. An active "EEAST Status" indicates the contractor has met specific requirements to work on projects funded through the Energy Efficiency and Sustainable Technology program. Click on the IMPORTANT INFO link above for more detail.

OTHER BUSINESS INFORMATION

WORKERS' COMPENSATION INSURANCE INFORMATION

Coverage	Carrier	Policy Number
<u>Employee Coverage</u>	SAIF CORP	A811095162
<u>Personal Election Coverage</u>	None	None

LIABILITY INSURANCE INFORMATION (HISTORY)

Insurance Amount:	\$1,000,000.00	Insurance Company:	LIBERTY NORTHWEST INS CORP
Effective Through:	3/1/2016		

CCB COMMERCIAL BOND INFORMATION (HISTORY)

Bond Amount:	\$75,000.00	Bonding Company:	2 - TRAVELERS CASUALTY & SURETY CO OF AMER
Effective Through:	9/1/2016		

\$30,000 PUBLIC WORKS BOND INFORMATION (INFO)

Effective From:	1/1/2006	Effective Through:	Until Cancelled
Company Name:	TRAVELERS CASUALTY & SURETY CO OF AMER		

Exemption	Expiration Date of the Exemption
Disadvantaged Business Enterprise (DBE):	No DBE Exemption
Emerging Small Business Enterprise (ESB):	No ESB Exemption
Women Business Enterprise (WBE):	No WBE Exemption
Minority Business Enterprise (MBE):	No MBE Exemption
ASSOCIATED PEOPLE (INFO)	
PRESENT	
- Corporate Officer	HOUCK, MICHAEL
- RMI Owner	HOUCK, MICHAEL
PAST	
- Previous Name	HOUCK, DIANNE
ASSUMED BUSINESS NAMES (INFO)	
PRESENT	
PAST	
Cross-referenced CCB Licenses and Associated Records:	
No Records Found	
BACK	

CCB DISPUTE RESOLUTION SERVICES (DRS) SUMMARY PAGE

Licensee Name: ML HOUCK CONSTRUCTION CO

License Number : 85697

License Status: Active

Date First Licensed: 9/1/1992

What is a Dispute Resolution Services (DRS) complaint? The CCB accepts and processes construction contract disputes against contractors within the jurisdiction of the agency. Home owners, material suppliers, other contractors, and employees may file complaints against CCB licensees. These matters are reviewed and processed by CCB's Dispute Resolution Services (DRS).

Complaints can be filed for a number of different reasons. A homeowner may dispute the work performed by the contractor (e.g. quality of work or breach of contract); a contractor may encourage a homeowner to file a complaint to utilize CCB dispute resolution services.

A construction business, no matter how good, may have a complaint filed against it. A high volume of work can increase the chance of having a dispute on the records. On the other hand, a large number of recent complaints may indicate a contractor is having problems satisfying customers.

Your home may be one of the largest investments you make. A CCB DRS history report can be a tool for helping you choose the right contractor for your project. There are many considerations that go into making a carefully planned decision.

Click [here](#) for more information on understanding a CCB DRS complaint history report.

BUSINESS VOLUME REPORT

Contractors with high volumes of business and many years of service have a greater likelihood of having complaints filed against their license.

Contractors may voluntarily submit the number of constructions projects (definition below) completed in the last calendar year. This may help you understand their volume of business.

The CCB defines a "construction project" as a job or series of connected jobs for a specific owner at a specific address. A construction project may involve several contracts if they are all part of one overall project.

Construction Projects Completed	Year
Contractor has not provided any data.	

**CCB DRS COMPLAINT STATUS
(LAST SEVEN YEARS)**

Disputes Not Yet Investigated: 0

"Disputes Not Yet Investigated" are complaints filed with the CCB DRS against a contractor but not yet investigated, either by meeting with the parties at the jobsite or by requesting a response from the contractor.

Disputes Pending: 0

A "Pending Dispute" is an open dispute that is under investigation and not yet resolved. It is subject to further processing by the CCB before a final order to either dismiss the dispute or award damages can be issued.

Pending Proposed Dismissal : 0

A "Pending Proposed Dismissal" is an open dispute that the CCB proposes to dismiss and a party has contested the CCB's decision by requesting a hearing or taking the matter to court.

Disputes Voluntarily Settled: 0

These complaints involve construction disputes which have been voluntarily resolved between the parties. The parties have worked together to develop a solution which is acceptable to both parties. Some of these matters involve good faith disputes between the parties in which neither party believes they are at fault. In other cases the contractor, complainant, or another party (sometimes a sub-contractor or material supplier) has accepted responsibility for the issues involved.

The agency considers matters resolved by voluntary settlement to be closed, and an indication that a contractor has taken appropriate action to address the complaint.

Disputes Dismissed by Agency: 0

These are disputes that have been dismissed by the CCB and include those out of CCB jurisdiction or disputes that have been found in favor of the contractor.

Disputes Resulting in Orders to Pay: 0

The CCB has issued a final order that the contractor pay damages or civil penalties for CCB disciplinary actions.

Disputes Closed by the CCB for Other Reasons: 0

These are disputes the CCB has closed for reasons such as withdrawal or abandonment by the complainant.

Orders or Arbitration Awards on Appeal: 0

The CCB has issued a final order or arbitration order that the contractor pay damages or civil

penalties for CCB disciplinary actions. That order is on appeal to the courts, and the courts have issued a stay of execution on the order or award.

All Unpaid CCB DRS Final Orders: \$0.00

This total may include unpaid final orders outside of the seven year history displayed here.

View Detailed Seven Year DRS History:

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Financial strength ratings

Travelers is one of the largest providers of property and casualty insurance products in the United States. Our success is built upon our ability to provide innovative insurance and risk protection products and services in-synch with our customers' needs.

Summary of current ratings

The following is a summary of Travelers' ratings:

Claims-Paying/Financial Strength Ratings

	A.M. Best	Fitch	Moody's	Standard & Poor's
Travelers Pool ¹	A++	AA	Aa2	AA
Travelers Casualty and Surety Co. of America	A++	AA	Aa2	AA
First Floridian Auto and Home Insurance Co. ²	A-	AA	NA	NA
The Premier Insurance Co. of Massachusetts ²	A	NA	NA	NA
Travelers C&S Co. of Europe Ltd.	A++	NA	Aa2	AA
Travelers Insurance Company Ltd.	A	NA	NA	AA
The Dominion of Canada General Ins. Co.	A	NA	NA	NA

Notes: NA indicates that no rating is available.

All companies are rated separately on a statutory pool basis.

¹The lead operating company in the pool is The Travelers Indemnity Company. A list of additional operating companies within the pool can be found in the company's 10-K and 10-Q filings with the SEC.

²First Floridian and Premier are single-state subsidiaries of The Travelers Indemnity Company.

Senior Debt Ratings

	A.M. Best	Fitch	Moody's	Standard & Poor's
Senior Debt ³	a+	A	A2	A
Subordinated Debt	a ⁴	BBB+	A3	A-

Feedback

Junior Subordinated Debt a- BBB+ A3 BBB+

³Substantially all debt is held at the parent company, The Travelers Companies, Inc., or its subsidiaries, Travelers Property Casualty Corp. and Travelers Insurance Group Holdings, Inc.

⁴Indicative rating

Short Term Debt Ratings

	A.M. Best	Fitch	Moody's	Standard & Poor's
Commercial Paper	AMB1+	F-1	P-1	A-1

Background on ratings

Ratings agencies typically issue two types of ratings:

Claims-paying and/or financial strength ratings assess an insurer's ability to meet its financial obligations to policyholders.

Debt ratings assess a company's prospects for repaying its debts and assist lenders in setting interest rates and terms for a company's commercial paper, loans, bonds, etc.

The system and number rating categories can vary widely from agency to agency. Travelers claims-paying/financial strength ratings relative to each agency's rating scale are as follows:

A.M. Best	Moody's
A++ (Highest of 16)	Aa2 (3rd highest of 21)
A (3rd highest of 16)	A1 (5th highest of 21)
A- (4th highest of 16)	A2 (6th highest of 21)
Fitch	S&P
AA (3rd highest of 24)	AA (3rd highest of 21)

Customers usually focus on claims-paying ratings, while creditors look at debt ratings. Investors use both to evaluate a company's overall financial strength. Travelers receives ratings from the major rating agencies:

A.M. Best Co., Fitch Ratings, Moody's Investors Service and Standard & Poor's Corp.

Ratings factors considered

Ratings agencies examine a myriad of key factors:

Quantitative financial performance — profit margins, financial leverage, liquidity, cash flows, capital and surplus ratios.

Qualitative judgments — underwriting cycle, competitive environment, regulatory and political factors, soundness of reinsurance, reserves, quality of invested assets, management experience and accomplishments.

For additional information and the latest ratings, please see:

www.ambest.com

www.fitchratings.com

www.moodys.com

www.standardandpoors.com

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Oregon Workers' Compensation Certificate of Insurance



Certificate holder:

CITY OF GARIBALDI PUBLIC WORKS
ATTN BLAKE LETTENMAIER
206 SOUTH 7TH ST
GARIBALDI, OR 97118

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured M L Houck Construction Co 4444 22nd Ave NE Salem, Or 97301-2371	Producer/contact United Risk Solutions Inc C J Shipley 541.494.7741 cj.shipley@unitedrisk.com
Issued 04/14/2015 Policy 811095 Period 10/01/2014 to 10/01/2015	Limits of liability Bodily Injury by Accident \$500,000 each accident Bodily Injury by Disease \$500,000 each employee Body Injury by Disease \$500,000 policy limit

Description of operations/locations/special items
PW-2014-100, WATER LINE INTERTIE WWATSECO-BARVIEW

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative

A handwritten signature in black ink, appearing to read "John D. Gilkey".

John D. Gilkey
Interim President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812

COMMERCIAL AUTO
CA 88 10 01 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

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- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual 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.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

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9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

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

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. Member, if you are a limited liability company;
- 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.



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20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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**COMMERCIAL GENERAL LIABILITY
CG 88 70 12 08**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.

**COMMERCIAL GENERAL LIABILITY
CG 88 11 10 09**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION
(Oregon)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage", other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection system) to:

- (I) Premises rented to you for a period of 7 or fewer consecutive days; or
- (II) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

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A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits of Insurance**.

2. Paragraph 6. under **Section III - Limits of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

a. Any one premise;

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**- Paragraph 9.a. of **Definitions** is replaced with the following:

9.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, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. 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.

G. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:



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- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2, Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

- 2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

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This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal, as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED- EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

- 1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:



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An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED- INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION- MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(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), 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 "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. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, 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 expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- d. Records and descriptions of operations must be maintained by the first Named Insured.

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 or qualifies for as an insured under this provision

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

- 3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

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

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

- 1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
- 2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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**COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section IV - Commercial General Liability Conditions.

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

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C. With respect to the insurance afforded by this endorsement, exclusion **I. Damage To Your Work** of Paragraph 2. Exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

I. 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".

D. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits Of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

E. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claims Or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph 4. of Section IV - Commercial General Liability Conditions is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.



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PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR, this 20th day of April 2015.


Council President Terry Kandle, Mayor Pro Tem

ATTEST:


John O'Leary, City Manager

Attached – **Exhibit A** – Recommendation to Council from Blake Lettenmaier, Garibaldi Public Works Director, dated April 20, 2015.

2 -- A RESOLUTION OF THE GARIBALDI CITY COUNCIL ACTING AS LOCAL CONTRACT REVIEW BOARD ADOPTING FINDINGS AND AUTHORIZING THE CITY MANAGER AND THE MAYOR PRO TEM TO CONTRACT WITH M.L. HOUCK CONSTRUCTION CO. FOR THE CONSTRUCTION OF THE WATER LINE INTERTIE PROJECT TO WATSECO-BARVIEW WATER DISTRICT

