

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
CSHQA, INC.**

THIS AGREEMENT (“Agreement”) made and entered this _____ day of April, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "Owner" or “City”) and CSHQA, INC., a California Corporation authorized to do business in the State of Colorado, (hereinafter referred to as "Architect") a professional architectural firm, for Architect to render certain professional planning, design, architectural, and related services for Owner in connection with Bid 21-090 RFP – Pueblo Memorial Airport Terminal Remodel, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL

1.1 Architect shall satisfactorily perform professional architectural services for the following items:

- Study and Report Phase
- Preliminary Design Phase
- Final Design Phase
- Construction Documents for Bidding Phase
- Construction Phase

Upon completion of any phase, Architect shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional architectural services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical, engineering, design, environmental, and planning services. Architect shall also provide any landscape, surveying, and geotechnical services incidental to its work on the Project.

1.2 In performing the professional services, Architect shall complete the work items described generally in Schedule 1 – “Scope of Services” and the items identified in Section 2 of this Agreement which are applicable to each phase for which Architect is to render professional services.

1.3 Professional architectural services (whether furnished directly or through a professional subcontractor) shall be performed under the direction and supervision of a registered architect in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered architect.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any engineering services provided under this Agreement shall be performed under the direction and supervision of a registered professional engineer.

SECTION 2. ARCHITECTURAL SERVICES

2.1 Study and Report Phase. If Architect is to provide professional services with respect to the Project during the Study and Report Phase, Architect shall perform the following unless otherwise stated in Schedule 1:

- (a) Consult with Owner to determine the requirements for the Project and review available data.
- (b) Advise Owner as to the necessity of providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner and setting forth Architect's findings and recommendations with opinions of probable costs.
- (g) Furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

2.2 Preliminary Design Phase. If Architect is to provide professional services with respect to the Project during the Preliminary Design Phase, Architect shall perform the following unless otherwise stated in Schedule 1:

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Architect shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.3 Final Design Phase. If Architect is to provide professional services with respect to the Project during the Final Design Phase, Architect shall perform the following unless otherwise stated in Schedule 1:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Architect shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions, and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Architect's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project, including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Architect shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.4 Construction Documents & Bidding Phase. If Architect is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Architect shall perform the following unless otherwise stated in Schedule 1:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Architect shall consider and incorporate, to the extent both advisable and feasible, Owner's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors, or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Architect in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Architect's advice.

2.5 Construction Phase. If Architect is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Architect shall perform the following unless otherwise stated in Schedule 1:

(a) Perform all duties and functions to be performed by Architect under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Architect's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications, and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Architect's representation to Owner that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications, and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Architect shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Architect shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Architect shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Architect's interpretation or decision, file its written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Architect's work.

(a) Architect shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Architect's work, including that performed by Architect's consultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of Owner's approval or acquiescence to same. Architect shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

(b) Architect shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Architect's negligent act or omission; except that Architect hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

(c) Architect's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Architect shall be completely responsible for the safety of Architect's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Architect's employees.

(e) Architect acknowledges that, due to the nature of architectural, design, and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Architect assigns principal responsibility for services performed under this Agreement. Consequently, Architect represents that Architect has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Architect will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Architect shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Architect shall designate in writing a Project representative who shall have complete authority to bind Architect, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Architect shall submit to Owner for approval a schedule showing the order in which Architect proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Architect will not be responsible for delays beyond its control. The Schedule shall not be materially different than the Project Schedule attached hereto and labelled Schedule 3.

(g) Before undertaking any work which Architect considers beyond or in addition to the scope of work and services which Architect has contractually agreed to perform under the terms of this Agreement, Architect shall advise Owner in writing (i) that Architect considers the work beyond the scope of this Agreement, (ii) the reasons the Architect believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Architect shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Architect shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Architect shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Architect of Owner's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Architect with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Architect to have access to enter private and public property as required for Architect to perform its services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Architect, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Architect of responsibility for the professional adequacy of its work. The Owner's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Architect, obtain required approvals and permits for the Project. The Architect shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Architect whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Architect's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE

Architect's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – "Scope of Services" and Section 2 of this Agreement.

SECTION 5. PAYMENT

5.1 Owner will pay to Architect as full compensation for all services required to be performed by Architect under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$362,288.40 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In addition, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

5.2 Architect shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been

performed and expenses incurred. Thereafter, Owner shall pay Architect for the amount of the application within 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Architect's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Architect submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Schedule 2 - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

5.5 No compensation shall be paid to Architect for services required and expenditures incurred in correcting Architect's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.6(g).

SECTION 6. TERMINATION

6.1 Owner reserves the right to terminate this Agreement and Architect's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Architect and its subcontractors shall cease all work and stop incurring expenses and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Architect may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Architect, Architect shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Architect or Owner. In no event shall payment to Architect upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.3 In the event termination of this Agreement or Architect's services is for breach of this Agreement by Architect, or for other fault of Architect including but not limited to any failure to timely proceed with work, or to pay its employees and Architects, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Architect's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Owner, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Architect's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Architect in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Architect agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Architect, Owner shall hold harmless Architect from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Architect shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Architect's employees. If Architect wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

(a) Architect agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph 7.2(b) below.

(b) The minimum insurance coverage which Architect shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Commercial General Liability Insurance. The Architect shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Architect with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers, and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Architect under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000 and in a form and with a deductible acceptable to Owner.

(iv) Comprehensive Automobile Liability Insurance. The Architect shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Architect from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Architect.

(c) Architect agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors or omissions of Architect, its employees, subcontractors, and consultants.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Architect by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner at City of Pueblo, Pueblo Memorial Airport, Attn: Greg Pedroza, Director of Aviation, 31201 Bryan Circle, Pueblo, CO 81001, or to the Architect at CSHQA, Inc., Attn: Martin Hahle, Principal-in-Charge, 2696 South Colorado Blvd., Suite 525, Denver, CO 80222. Either party may change their business address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Architect respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Architect in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of RFP 21-090 – Pueblo Memorial Airport Terminal Remodel are hereby incorporated herein, and Architect agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Architect may be assigned by it without the written consent of the Owner. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of both Architect and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Architect shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Architect shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Architect shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally or State Funded Contracts. If any of the work to be performed by Architect under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and

integrated federal or state regulations. By executing this Agreement, Architect agrees to be bound by all such mandatory federal or state requirements, irrespective of Architect's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Architect acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Architect and Architect's employees and consultants shall, at Architect's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Architect in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Architect understands and agrees that entry to properties not under Owner's control may require Architect to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES

8.1 Any dispute or disagreement between Architect and Owner arising from or relating to this Agreement or Architect's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Architect shall proceed diligently with performance of its work under this Agreement.

SECTION 9. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

Schedule 1 - "Scope of Services" consisting of 7 pages.

Schedule 2 - "Fee Schedule" consisting of 2 pages.

Schedule 3 - "Project Schedule" consisting of 1 page.

Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 7 pages.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Architect therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Architect shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Contract and that the Architect will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Architect shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Architect that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Architect shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Architect obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Architect shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Architect has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker Without Authorization ; except that the Architect shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker Without Authorization.

(iv) The Architect is required to comply with any reasonable request by the CDLE made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Architect shall constitute a breach of the agreement and grounds for termination. In the event of such termination, the Architect shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Architect to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

The Architect shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Architect shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

(Signature section on following page.)

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

CSHQA, INC.

By _____
Naomi Hedden, Director of Purchasing

DocuSigned by:

By _____
05B1F6864ACE428...
John Maulin, Executive Vice President

Attest _____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

Director of Finance

APPROVED AS TO FORM:

City Attorney

Attachments:

- Schedule 1 - Scope of Services
- Schedule 2 - Fee Schedule
- Schedule 3 - Project Schedule
- Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
- Additional Information for Agreement

SCHEDULE 1

Scope of Service

Excerpt from letter dated March 16, 2022 regarding Project Understanding/Revised Scope of Work proposed by CSHQA and accepted by City

PROJECT UNDERSTANDING

The following project understanding is based on the RFP referenced above. Our team understands that PUB would like to expand and modernize the terminal building passenger holdroom area, add holdroom area restrooms, modernize interior finishes in the passenger screening checkpoint and ticket lobby, modernize the passenger curb front façade, including a canopy for added shelter from the elements and other improvements within the public spaces of the terminal. The goal of these improvements is to increase capacity and improve safety, security, accessibility and the passenger experience. This design services proposal breaks the project into defined areas of work including a Base Scope of Work and an Add Alternate Scope of Work. The Base Scope of Work is included in the design fee. The Add Alternate Scopes of Work are only included in the design fee for Task 01 - Preliminary Design (30% Design). Add Alternate Scopes of Work will not move to Task 02 - Final Design (100% Construction Documents) unless funding is available and the Owner adds the add alternate design services to Task 02.

- **Base Scope of Work:** Expansion and remodel of the terminal building passenger holdroom area including the addition of male and female single-user restrooms accessed from the holdroom area. The scope will require some remodel work and modernization of interior finished in adjacent areas including the passenger screening checkpoint, passenger queuing area outside the entrance to the passenger screening checkpoint and exterior yard and apron area. This scope of work does not include relocation or reconfiguration of Transportation Security Administration (TSA) passenger screening equipment other than minor adjustments to the divesting and composure area at the entry and exit of the passenger screening lane. Refer to attached Exhibit A for a diagram defining the boundaries of the Base Scope of Work.
- **Add Alternate Scope of Work No. 1:** Modernize the existing public restrooms to current Americans with Disabilities Act (ADA) accessibility compliance with new fixtures, finishes and lighting.
- **Add Alternate Scope of Work No. 2:** Modernize the passenger curb front façade including a canopy for added shelter from the elements. Replace the curb front sidewalk pavement and make areas accessible and in compliance with the ADA.
- **Add Alternate Scope of Work No. 3:** Modernize adjacent areas of the public lobby, outside the boundaries of the ticket lobby and passenger screening checkpoint, to make design of the visible public lobby space unified and cohesive with the rest of the improved space. Improve passenger experience, safety, security and accessibility from the front door of the building to the passenger boarding gate doorway.

**During the preliminary design phase, we will determine if fire sprinkler and fire alarm systems are required in the design of this project. If not required, fire sprinkler and fire alarm system design will be removed from the scope of services.*

SCOPE OF SERVICES

Our services shall be provided in two Tasks: Task 01 – Preliminary Design (*30% Design*) and Task 02 – Final Design (*100% Construction Documents*). More specifically, our services shall include the following:

Task 01 – Preliminary Design (30% Design)

- Provide project management, coordination and administration services.
- Coordinate with the Owner to obtain all available record drawings for the existing terminal building and surrounding site that is in the area of design impact. Request PDF and AutoCAD files, if available.
- Prepare a land survey for the area of work defined by the civil engineer (*upon Owner approval*).
- Prepare a geotechnical soils report for the area of work including building foundations, floor slabs and new pavement (*upon Owner approval*).
- Prepare preliminary existing condition floor and site plans (*based on Owner-provided record drawings*) including the following:
 - site plan,
 - floor plan,
 - ceiling plan,
 - roof plan,
 - preliminary code plan with relevant code data, and
 - color code Base Scope of Work and Add Alternate Scope of Work areas on the floor plan and site plan.
- Work with the Owner to identify the following project stakeholders:
 - Pueblo Memorial Airport (*management, operations and maintenance*),
 - City of Pueblo,
 - airlines (*United Express*),
 - TSA (*Federal Security Director (FSD) and other local TSA as identified by PUB*),
 - police,
 - fire, and
 - others.
- Attend one (1) kick-off meeting on site with representation from each design discipline. Service shall include the following:
 - Meet with the City of Pueblo and PUB stakeholders (*Owner to provide an invitation list*).
 - Review and confirm project construction budget and funding sources. It is understood that the Owner intends to apply for a Federal Infrastructure Grant in the range of \$3 to \$10 million construction cost for the project. For the purposes of this proposal, the Task 01 design fee is based on a \$5 million construction cost for the project.
 - Review and document detailed program requirements for each scope of work area as required to prepare a detailed basis of design programming document.
 - Confirm design goals and objectives.
 - theming and imagery (*define the PUB design aesthetic*)
 - define interior and exterior finish material options

- Review constructability and phasing strategies to maintain airport operations and identify issues and concerns.
 - Prioritize each Add Alternate Scope of Work relative to the other Add Alternate Scopes of Work.
 - Review and confirm the project schedule.
 - Schedule separate breakout meetings with the TSA and airlines.
 - Review TSA passenger screening checkpoint equipment configuration and queuing configuration.
 - Confirm ticket counter layout, equipment, millwork counter design, signage and corporate identification.
 - Confirm telecommunications (*telephone, data, access control, video surveillance and public address*).
- Perform one (1) building survey (*to be conducted while on-site for the kick-off meeting*).
 - Update the existing conditions drawings.
 - Prepare a basis of design programming document and submit to the Owner for review-approval.
 - Prepare the following Preliminary Design documents based on the Owner-approved basis of design document. Drawings shall be prepared using Revit (*BIM software*).
 - title sheet,
 - three-dimensional (3-D) renderings of the following areas:
 - passenger holdroom (*two interior and two exterior views; four views total*),
 - ticket lobby (*one interior view*),
 - queuing area and passenger screening checkpoint (*one interior view*), and
 - terminal curb front (*two exterior views*),
 - code data sheet,
 - color coded Scope of Work plans identifying the Base and Add Alternate Scopes of Work,
 - preliminary construction phasing plans,
 - site plan,
 - civil plan and narrative,
 - demolition floor plan,
 - floor plan,
 - enlarged plans,
 - roof plan,
 - demolition ceiling plan,
 - ceiling plan,
 - structural plan including basic framing plans for building addition,
 - fire sprinkler and fire alarm plan diagrams and narrative,
 - plumbing plan diagrams and narrative,
 - HVAC plan diagrams and narrative,
 - power plan diagrams and narrative,
 - lighting plan diagrams and narrative,
 - telecommunications plan diagrams and narrative, and
 - outline specifications.
 - Attend one (1) meeting with the Owner to review the Preliminary Design package and obtain comments.
 - Review Preliminary Design documents and building code requirements with the City of Pueblo building and fire departments to confirm code compliance. *NOTE: Based on a conversation with the*

City of Pueblo building chief, there is no official requirement for this meeting; however, we recommend the meeting to confirm code compliance and reduce risk.

- Update the Preliminary Design documents based on Owner and building department comments.
- Prepare the Opinion of Probable Construction Cost (OPCC; break out costs for Base and Add Alternate Scopes of Work).
- Review the OPCC with the Owner.
- Obtain Owner approval to commence with Final Design (100% Construction Documents) services. The Owner shall align the approved list of Add Alternate Scopes of Work with the OPCC and available funding.

We propose to provide Preliminary Design (30% Design) services on a Fixed Fee basis of One Hundred Seventy-two Thousand Five Hundred Eighty-nine and 60/100 Dollars (\$172,589.60) plus Reimbursable Expenses. Refer to the attached fee schedule for a fee breakdown.

Task 02 – Final Design (100% Construction Documents)

Architect requires authorization to proceed with Task 02 services in the form of a written Notice to Proceed (NTP) signed by the Owner. The NTP shall identify each Add Alternate Scope of Work included in the authorization to proceed. The Task 02 scope of services and fee shall be based on the base and Owner-approved Add Alternate Scopes of Work listed in the NTP (and as broken out in the fee schedule). If necessary, the fee schedule shall be adjusted to align with the approved scope of services and budget.

- Provide project management, coordination and administration services.
- Attend one (1) Final Design kick-off meeting with the Owner and the design team to review and confirm general requirements, establish critical design parameters and discuss phasing, scheduling and budget for the project.
- Perform one (1) building survey to gather additional details.
- Attend virtual meeting(s) with the Owner every two (2) weeks (or as needed) during the Final Design phase (duration of phase expected to be twenty-four (24) weeks).
- Prepare Final Design Construction Documents based on the Owner-approved Preliminary Design documents. Final Construction Documents generally include the following:
 - title sheet,
 - updated 3-D renderings of the following areas:
 - passenger holdroom (two interior and two exterior views; four views total),
 - ticket lobby (one interior view),
 - queuing area and passenger screening checkpoint (one interior view), and
 - terminal curb front (two exterior views),
 - code data sheet,
 - color coded Scope of Work plans identifying Base and Add Alternate Scopes of Work,
 - construction phasing plans,
 - site plan,
 - civil (demolition, grading, paving and utility plans),

- demolition floor plans,
 - floor plans,
 - enlarged plans,
 - demolition roof plan,
 - roof plan,
 - demolition ceiling plan,
 - ceiling plan,
 - interior elevations,
 - exterior elevations,
 - building and wall sections,
 - architectural schedules (*door, window and finishes*),
 - architectural details,
 - structural plans (*structural calculations, foundations, framing and details*),
 - fire sprinkler and fire alarm plan diagrams and narrative,
 - plumbing plans (*including single line diagrams, schedules and details*),
 - HVAC plans (*including single line diagrams, schedules and details*),
 - power plans (*including single line diagrams, schedules and details*),
 - lighting plans (*including schedules and details*),
 - telecommunications plan (*pathways included in electrical plans*) extension of existing PA system included PA plan with speaker and microphone station layout (*this is based on the assumption that the existing PA system is in good condition and capable of being expanded*), and
 - final specifications (*in book format*).
- Submit a 60 percent Construction Documents quality control review set to the Owner for review-comment.
 - Submit a 95 percent Construction Documents quality control review set to the Owner for review-comment.
 - Update the OPCC.
 - Review 100 percent Construction Documents with the Owner including the OPCC and confirm approval to submit the documents for building permit plan review.
 - Prepare the building permit application and submit the Owner-approved 100 percent Construction Documents to the regulatory agency for building permit plan review.
 - Respond to up to two (2) rounds of regulatory agency plan review comments.
 - Notify the Owner when the building permit is approved and available for pick up from the building department.
 - Close out the design scope of services and provide the Owner with the Construction Documents in PDF and Revit format.

We propose to provide Final Design (*100% Construction Documents*) services on a Fixed Fee basis of One Hundred Sixty-four Thousand Six Hundred Ninety-eight and 80/100 Dollars (\$164,698.80) plus Reimbursable Expenses. Refer to the attached fee schedule for a fee breakdown.

Reimbursable Expenses (Task 00)

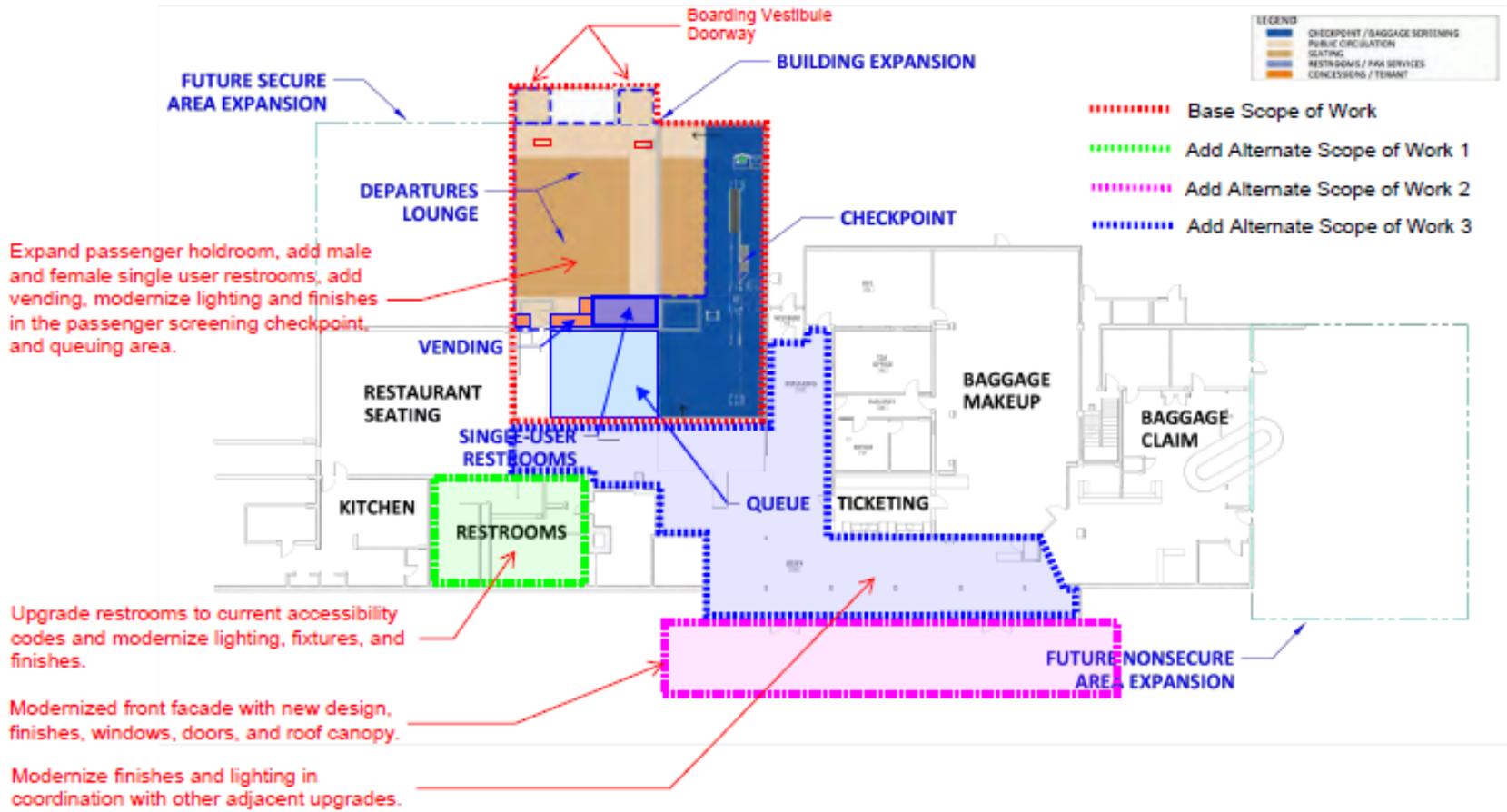
Reimbursable expenses such as, but not limited to, materials, supplies, reproduction costs (*plans, manuals, reports*), travel, meals and lodging.

We propose to provide Reimbursables Expenses on a Cost-Plus basis estimated at Twenty-five Thousand and no/100 Dollars (\$25,000.00) with expenses charged at a multiple of one and fifteen hundredths (1.15) times the actual cost to the Architect and mileage charged according to current government rates. Regulatory agency application and permit fees are not included in this proposal but can be paid on behalf of the Owner as an additional Reimbursable Expense.

The following services are not included in the above scope but may be contracted separately, as an Additional Task, upon Owner request:

- Bidding support.
- Construction Administration.
- Electrical power service upgrades if existing power service capacity is not adequate to support the building addition.
- Environmental.
- Landscape design.
- Telecommunications. The Owner has indicated that the following systems currently exist in the terminal building, however, will be design-build by the Owner's vendor. The Owner-vendor will provide direction to the design team for designing a pathway (*conduit and junction boxes*) to support installation of the Owner-vendor-provided and installed low voltage cabling and devices to the following systems: electronic access control, video surveillance, Wi-Fi and, airline data/communications network device locations.
- Electric visual information display systems (*flight information display systems*).
- Baggage conveyor system design.
- Parking lot redesign and/or improvements.
- Apron redesign (*beyond 20 feet of the building expansion area*).
- Grant funding support (*i.e., grant writing or similar tasks*).
- FAA and TSA funding support.
- Certified sustainable design (*i.e., LEED, Green Globes or similar*).
- Electrical arc flash study.
- Value engineering or significant changes to the design after approval of the Preliminary Design documents.
- Change Orders initiated by the Owner to make changes to the design after completion of the Construction Documents.
- Services beyond those noted above.

Employee's time for Additional Tasks, including modifications to the above scope of services, shall be charged at 2.75 times the Employee's Direct Personnel Expense.



Short-Term Terminal Expansion Concept
FIGURE D10



SCHEDULE 2**Fee Schedule**

Excerpt from Architect's Revised Fee Schedule dated March 16, 2022

**Architectural and Engineering Fee Schedule
Pueblo Memorial Airport - Terminal Expansion and Remodel Project**

Feasibility Study (Based on \$4M target)	Based on \$3,000,000 Approved Construction Budget			TOTAL FEE
TOTAL LABOR	Task 1 Preliminary Design (30% Design)	Task 2 Final Design Phase (100% Con Docs)	Future Task Bidding and Construction Administration	
Basic Services				
Architectural (CSHQA)	\$73,440.00	\$82,620.00	N/A	\$156,060.00
Mechanical (CSHQA)	\$15,840.00	\$17,820.00	N/A	\$33,660.00
Electrical (CSHQA)	\$18,720.00	\$21,060.00	N/A	\$39,780.00
Telecommunications (included in electrical)	\$0.00	\$0.00	N/A	\$0.00
Structural (KPF)	\$23,040.00	\$25,920.00	N/A	\$48,960.00
Specialty Services				
Fire Sprinkler and Alarm (PCI)	\$3,168.00	\$1,872.00	N/A	\$5,040.00
Cost Estimating (Parmetrix Inc.)	\$5,000.00	\$6,000.00	N/A	\$11,000.00
Civil (Dibble)	\$19,161.60	\$9,406.80	N/A	\$28,568.40
Survey (North Star)	\$4,420.00	\$0.00	N/A	\$4,420.00
Geotech (Terracon)	\$9,800.00	\$0.00	N/A	\$9,800.00
Subtotals	\$172,589.60	\$164,698.80		\$337,288.40
Reimbursable Expense Estimate				\$25,000.00
Grand Total				\$362,288.40

Excerpt from Architect's Proposal dated November 16, 2021; page 40

Hourly Rates

Title	Billing Rate
Principal	\$ 172.00 – \$ 210.00
Project Architect	\$ 125.00 – \$ 162.00
Project Manager	\$ 111.00 – \$ 149.00
Revit/Architectural Designer	\$ 83.00 – \$ 101.00
AIT	\$ 72.00 – \$ 101.00
Interior Designer	\$ 72.00 – \$ 124.00
Landscape Architect	\$ 139.00 – \$ 146.00
Landscape Designer	\$ 82.00 – \$ 95.00
Electrical PE	\$ 173.00– \$ 191.00
Electrical EIT/Designer	\$ 95.00 – \$ 111.00
Telecommunications Designer	\$ 102.00 – \$ 124.00
Mechanical PE	\$ 139.00 – \$ 180.00
Mechanical EIT/Designer	\$ 83.00 – \$ 117.00
Civil PE	\$ 165.00 – \$ 175.00
Civil Project Manager	\$ 105.00 – \$ 122.00
Civil EIT/Designer	\$ 82.00 – \$ 105.00
Administrative Assistant	\$ 66.00 – \$ 90.00

In addition, there are reimbursable expenses that are generally billed as they are incurred. Expenses may include costs for reproduction of drawings and specifications (contract documents) and costs associated with retaining consultants for the project.

Reimbursable Expenses

Reimbursable Expenses such as, but not limited to, materials, supplies, reproduction costs (plans, manuals, reports), travel, and meals, will be charged at a multiple of one and fifteen hundredths (1.15) times the actual cost to the Architect and mileage will be charged according to the current Government rates. Reimbursable expenses are not included as part of the base fee and include expenses directly related to the project as identified in the following:

- Mileage will be charged according to the current government rates.
- Reproduction costs will be charged for instruments of service.
- Charge at one and fifteen hundredths (1.15) times the actual cost to the design professional.

Fee Development

Every project, every design team and every client is unique; therefore development of project fees is a collaborative effort with all parties taking into consideration the type of service and level of service as determined by the project team. Project services are typically calculated using one or a combination of the following:

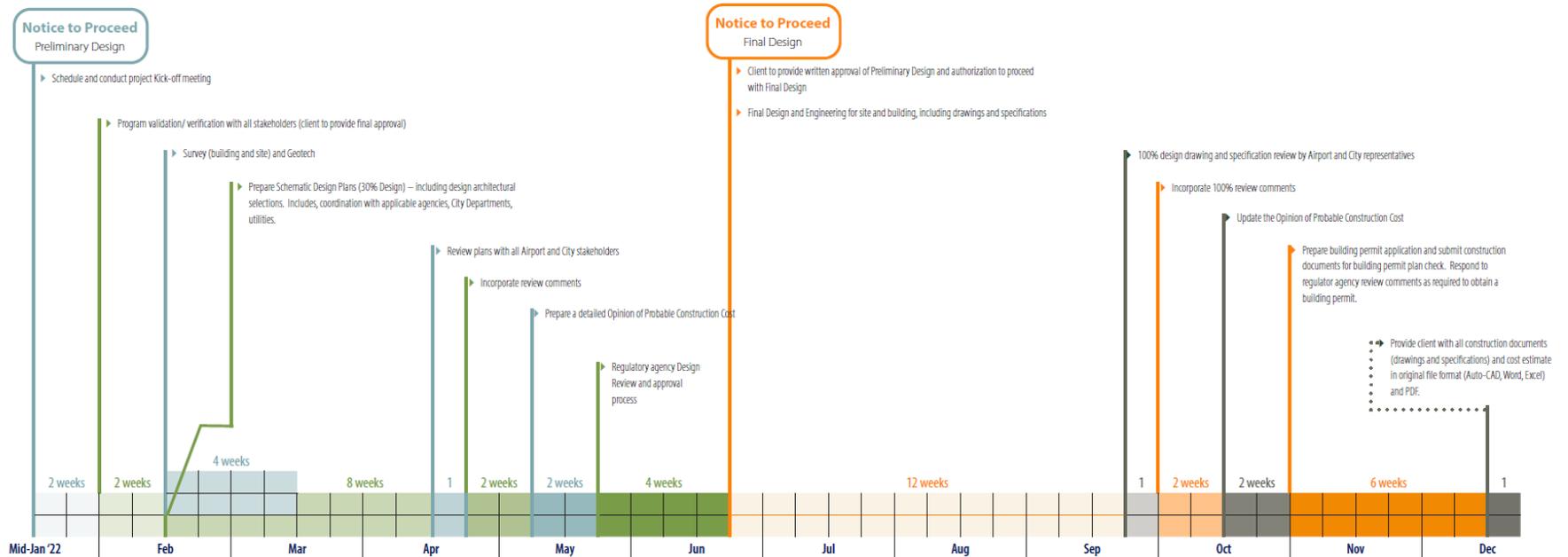
- **Payroll cost basis**—Employee's time will be charged at two and seventy-five one hundredths (2.75) times the "Direct Personnel Expense." Direct Personnel Expense is defined as the direct salaries of the personnel engaged on the project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.
- **Stipulated cost**—Fixed cost based on a percentage of the direct construction cost. The cost will be adjusted to reflect the percentage of the actual direct cost of construction as determined following acceptance of bids from the contractor. The direct cost of construction is defined as the sum of the accepted contractor's bid plus general conditions as agreed by the Client and Contractor.
- **Fixed fee**—lump sum cost determined by the design team for the labor to be expended to complete the scope of services as delineated by the project team at the point of project understanding.

SCHEDULE 3

Work Schedule

Excerpt from Architect's Proposal Submittal dated November 16, 2021; pages 32-33

This schedule starts following issuance of a written Notice-to-Proceed (NTP) from the client. The NTP will not be issued until a fully executed contract agreement is in place between the client and design team.



SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from letter dated March 16, 2022 (CSHQA to City; page 1) & excerpt from Architect’s Proposal Submittal dated November 16, 2021; pages 15-22

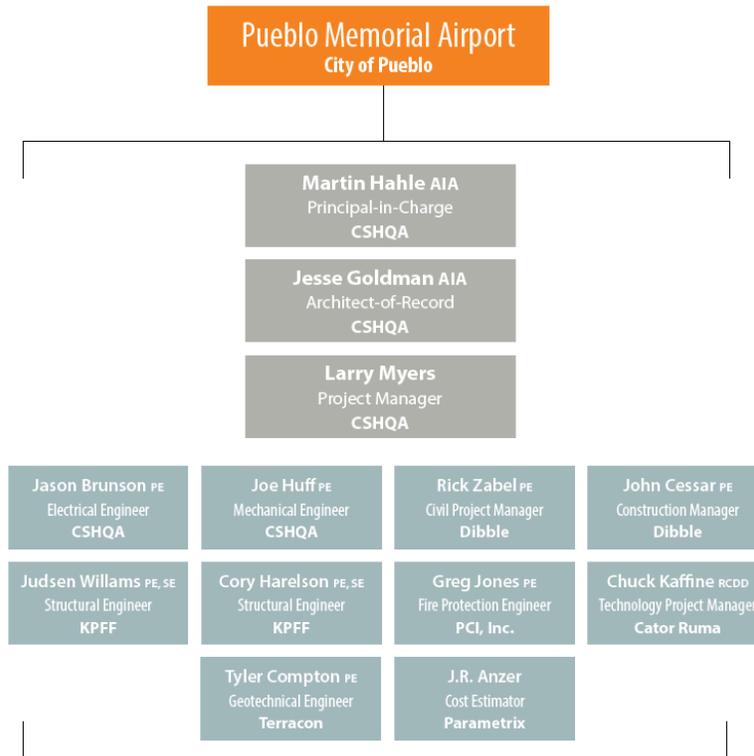
Our project team for the Pueblo Memorial Airport (PUB) – Terminal Expansion and Remodel project shall include the following disciplines:

- Architectural – CSHQA, Inc. – Martin Hahle, AIA, Principal; Jesse Goldman, AIA, Architect of Record; and Larry Myers, Project Manager
- Geotechnical* – Terracon Consultants, Inc. – Tyler Compton, P.E.
- Civil – Dibble Engineers, Inc. – Rick Zabel, P.E.
- Structural – KPFF, Inc. – Judd Williams, P.E., S.E.
- Fire Protection* – Protection Consultants, Inc. – Greg Jones, P.E.
- Mechanical (plumbing and HVAC) – CSHQA, Inc. – Joe Huff, P.E.
- Electrical (power, lighting and limited telecommunications) – CSHQA, Inc. – Jason Brunson, P.E.
- Land Survey* – NorthStar Surveying, Inc. – To Be Determined
- Construction Cost Estimating – Parametrix, Inc. – Nick Anzer, CPE

**Geotechnical and land surveying services may be subcontracted through Civil/Dibble Engineers, Inc. as opposed to directly through Architect.*

Our Team

Below is our team organization chart. For more in-dept information on our team member’s experience, availability, and professional qualifications please see the following pages.



Martin A. Hahle AIA**Principal-in-Charge | CSHQA**

When he works on aviation projects, Martin describes the complexity of airports as little cities that serve as a community's gateway to the rest of the world. He understands his responsibility to thoughtfully design airport facilities that are functional, efficient, sustainable and that clearly define a sense of place. With nearly 30 years of experience working in aviation, Martin knows how much collaboration, planning, relationship-building, and teamwork it takes to execute these complex projects. He has worked in many different areas of airport facilities, including terminal replacements and remodels, baggage conveyor systems, airline tenant improvements, concessions, rental cars, passenger boarding bridges, parking garages and more. He has completed these projects at various airports around the West, including Boise Airport, Rogue Valley International-Medford Airport, Fresno Yosemite International Airport, Magic Valley Regional Airport and many more.

Availability

25%

Experience

28 years

Education

MArch, University of Nebraska, 1993

BS, Architectural Studies,
University of Nebraska, 1991**Registration**Licensed Architect:
CO, MT, IA, ID, NE, SDCertified: National Council of
Architectural Registration Boards
(NCARB)**Professional Affiliations**

American Institute of Architects (AIA)

Design Professionals Risk Control
Group (DPRCG)

U.S. Green Building Council (USGBC)

American Association of Airport
Executives (AAAE)Northwest Chapter of American
Association of Airport Executives
(NWAAAE)Southwest Chapter of American
Association of Airport Executives
(SWAAAE)Idaho Airport Management
Association (IAMA)Oregon Airport Management
Association (OAMA)

Arizona Airports Association (AzAA)

Related Experience**Magic Valley Regional Airport Terminal Expansion/Remodel, Twin Falls, ID**

Remodel of existing ticket lobby and passenger screening area, airline ticket offices, and relocation of the airline operators and TSA

8,250-SF expansion includes new passenger hold room and public rest rooms. New airport operation areas include a baggage screening room, bag makeup room, and airport storage.

Grant Co. Regional Airport General Aviation Building & USFS Fire Airbase, John Day, OR

New, joint-use general aviation building with pilot lounge, administration office, maintenance shop, training room and support spaces & USFS air base for fire-fighting with helibase administration, ready room, locker rooms and support spaces.

Fresno Yosemite International Airport, Fresno, CA

\$86-million Terminal Expansion with new FIS (2019-2023)

Terminal Renovation and Expansion Program including Ticketing, Baggage Claim, Security Checkpoint, Bag Make-Up, Concourse, Concessions, EMS Upgrade, Hydronic Loop & TSA In-line EDS Conveyor System
Federal Inspection Services (FIS) Facility

Rental Car Counter and Parking Lot Reconfiguration

Gate 5/7 Holdroom Renovation

Gate 6/8 Passenger Boarding Bridge and Holdroom Renovation

Terminal Area Master Plan Update

Public Family Restroom Renovation Study

Rental Car Power Panel Infrastructure Upgrades

Boise Airport, Boise, ID

Expansion with New Terminal

- Architect & Project Manager for new three-story 378,000-SF terminal (part of a \$110-million expansion program)

ARFF Expansion & Remodel

- Principal-in-charge for code compliance and remodel in existing facility, and expansion that adds gender-specific crew quarters and facilities, apparatus bay and support spaces.

Snow Removal Equipment Complex

- Project Manager for master planning and design for warehouse conversion for storage, maintenance, and office space; new pre-engineered metal building to store four snow removal machines; new pre-engineered metal building to store snow brooms; fueling station with 8,000-gallon above-grade steel storage tank and concrete spill-containment pad

Air Guard C-130 and A-10 maintenance hangars

- Part of team to design original hangar (1999)
- Principal-in-charge for conversion to A-10 maintenance hangar (2018)

Rogue Valley International-Medford Airport Passenger Terminal, Medford, OR

New 110,000-SF passenger terminal, airside apron, landside access roadways and parking areas

Reno-Stead Airport Terminal/EOC Programming, Reno, NV**Bloomington-Normal International Airport, Bloomington, IL**

TSA In-line baggage screening system building renovation and expansion

McCall Airport Snow Removal Equipment Building, McCall, ID

4,300-SF pre-engineered metal building for four snow removal machines includes support space (office, rest room, etc.)

Larry Myers
Project Manager | CSHQA



Larry is a Project Manager who has led aviation projects for CSHQA for the past eight years, including expansions and tenant improvements at the Boise Airport, a 10,000 square-foot expansion of the Twin Falls airport in eastern Idaho, and maintenance hangar facilities for SkyWest Airlines. He is also the senior project manager overseeing a 120,000 square-foot terminal expansion at the Fresno Yosemite International Airport, which includes the addition of a new concourse and baggage and passenger screening areas. As a project manager, he focuses on the overall process and “big picture” of a project with all of its moving pieces to ensure it is successful. Larry believes every aviation project is unique and enjoys the puzzle of managing the many logistics and team members involved in these efforts.

Related Experience

- Fresno Yosemite International Airport, Fresno, CA**
 \$86-million Terminal Expansion with new FIS (2019-2023)
 Terminal Expansion
 Gate 6/8 passenger boarding bridge
 Gate 6/8 and 5/7 holdroom remodel
 EMS upgrade
 Terminal Concourse & Federal Inspection Services,
 RAC counter & parking lot reconfiguration
 FAT CATEX Environ Assess Terminal Bldg Exp & Remodel Design Support
- Magic Valley Regional Airport Terminal Expansion/Remodel, Twin Falls, ID**
- Boise Airport, Boise, ID**
 In-flight kitchen building re-roof
 Concourse C passenger boarding bridge C-11 & C-8
 Concourse B and Concourse B extension re-roof
 C gates preconditioned air units
 Concourse B electrical power feed
 Concourse B jet bridge 21 extension
 Parking lot 20 and 30 modifications
 Rental car parking lot expansion plan
 Airport Checked Baggage Resolution Area (CBRA) room remodel
 Concessions remodel

Availability
 50%

Experience
 16 Years

Education
 BS, Architecture, University of Idaho

Professional Affiliations
 American Association of Airport Executives (AAAE)

Jesse Goldman AIA
Architect-of-Record | CSHQA



Jesse Goldman is Denver’s Principal Architect with over 27 years of experience specializing in housing and retail projects. He is responsible for overseeing Denver’s office, providing design, review, QA/QC, and business development. He has always liked building projects and figuring out how things worked, so when he learned what architecture was at eight years old he never looked back. He specializes in housing and retail projects.

Related Experience

**Project experience prior to joining CSHQA*

- Pueblo HARP Boathouse, Pueblo, CO**
- SG Blocks AIFI Retail Units, Various Locations in CO**
- La Plaza Colorado, Aurora, CO**
- Imperium Event Center**
- Acoma House, Denver, CO**
- Alpine Bank Corporate Offices—Wazee, Denver, CO**
- Eastlake Office Building***
- York Street Depot Co-Office***
- Alpine Bank Tech Center Branch***
- Stucco Rite Office Building***
- Bank of Colorado***
- Essex House Apartments***
- Forney Museum of Transportation***
- Rocky Mountain Theatre for Kids***

Availability
 20%

Experience
 27 Years

Education
 BS, Architecture, University of Kansas

Registrations
 Licensed Architect: CO, KS, NM, UT, TX

Certified National Council of Architectural Registration Boards (NCARB)

- Professional Affiliations**
- American Institute of Architects (AIA)
- LEED Accredited Professional (LEED AP)
- International Council of Shopping Centers (ICSC)

Tyler Compton PE

Geotechnical Engineer | Terracon



Tyler has seven years of experiences as a project geotechnical engineer. His responsibilities include managing geotechnical engineering investigations, laboratory testing assignments, performing engineering analyses related to geotechnical engineering recommendations, and client relations. He has also performed field and laboratory testing and inspections of soils and construction materials. Field engineering experience includes planning, coordinating, and performing geotechnical explorations, as well as shallow and deep foundations, pavement thickness recommendations, reviewing and preparing project plans and specifications, and preparing geotechnical engineering reports.

Related Experience

PUB Taxiway E Rehabilitation and Reconstruction, Pueblo, CO
Project Engineer for subsurface exploration and geotechnical engineering recommendations. Subsurface exploration, laboratory testing, and earthwork and subgrade preparation services were provided to assist our client with their pavement thickness and rehabilitation designs.

Limon Municipal Airport, Limon, CO
Staff Engineer preparing the geotechnical engineering report for this project. Provided information and recommendations to support earthwork and subgrade preparation, and pavement thickness design in accordance with the FAA Advisory Circular and to be used with the FAARFIELD design program.

Durango-La Plata County Airport Commercial Apron Reconstruction, Durango, CO
Project Engineer preparing the geotechnical engineering report for this project. Prior to geotechnical services, the existing asphalt concrete at the location of the commercial apron had experienced distress in the form of severe rutting and varying degrees of longitudinal, transverse, and alligator cracking. Terracon provided geotechnical drilling, laboratory testing, and geotechnical consulting services, and provided earthwork and subgrade preparation recommendations to aid our client in their pavement thickness design.

Availability
15%

Experience
7 Years

Education
BS, Civil Engineering, New Mexico Institute of Mining and Technology

Registrations
Licensed Professional Engineer: CO, NM

Professional Affiliations
American Society of Civil Engineers

22

Rick Zabel PE

Civil Project Manager | DIBBLE



Rick brings 35 years of civil engineering experience directing successful airport design and construction projects, including projects at airports in Colorado. Rick has managed a variety of design and construction projects and has experience with runway, taxiway, and other airfield pavement projects. Rick brings a collaborative approach and responsiveness to project management, having worked both for private consultants and owner agencies in Colorado.

Related Experience

Northern Colorado Regional Airport: Apron Expansion and Taxiway E
Project Manager for the current design of concrete pavement apron expansion and connector taxiway for commercial aircraft operations. Project is currently under design for 2021 construction.

Colorado Springs Airport: Skywest Maintenance Hangar
Project Manager for landside design of parking lot, drainage, and utilities for a new 60,000-square-foot maintenance hangar.

DEN Taxiway DS East Extension
Project Manager and owner's representative for an extension of the existing Taxiway DS East to allow safer and better traffic flow of aircraft using the east airfield. The project consisted of additional concrete pavement for RON parking of aircraft and ability to have aircraft taxiing in both directions from connector taxiways L&M. This project included planning elements for a variety of options to meet funding requirements.

DEN Taxiway DS East Extension
Project Manager and owner's representative for an extension of the existing Taxiway DS East to allow safer and better traffic flow of aircraft using the east airfield. The project consisted of additional concrete pavement for RON parking of aircraft and ability to have aircraft taxiing in both directions from connector taxiways L&M. This project included planning elements for a variety of options to meet funding requirements.

Availability
35%

Experience
36 Years

Education
BS, Civil Engineering, North Dakota State University

Registrations
Licensed Professional Engineer: CO

LEED AP

Professional Affiliations
Colorado Airport Operators Association (CAOA)

Judsen Williams PE, SE

Structural Engineer | KPFF



Judsen is a structural engineering principal and the lead of the KPFF's Idaho office. With over 20+ years in the practice of structural engineering Judsen has developed a passion for working with highly collaborative design and construction teams and enjoys engaging and assisting in all aspects of the project from start to finish. With a broad range of project experience with airports, he has the ability to support the client and project needs while proactively solving issues in advance.

Related Experience

Boise Airport Passenger Boarding Bridge, Gate C8, Boise, ID
 Fresno Airport Terminal Expansion, Fresno, CA (with CSHQA)
 Fresno Air Terminal (FAT) On Call Services 2018-Current, Fresno, CA (with CSHQA)
 Fresno Air Terminal (FAT) Gate 6/8 passenger Boarding Bridge, Fresno, CA (with CSHQA)
 Fresno Air Terminal (FAT) Gate 6/8 Fire Shutter Door Installation, Fresno, CA (with CSHQA)
 Boise Airport Rental Car Maintenance Facility Renovations, Boise, ID (with CSHQA)
 Boise Airport MWR Facility, Boise, ID (with CSHQA)
 Boise Airport Passenger Screening Expansion, Boise, ID (with CSHQA)
 Boise Airport Skylight Phase II, Boise, ID (with CSHQA)
 Idaho Air National Guard FMS Building, Boise, ID
 Kawaeh Delta Health Care District OSHPD Compliance Review and Master Facility Plan, Visalia, CA

Availability

15%

Experience

20 Years

Education

BS, Civil Engineering, Washington State University
 MS, Structural Engineering, Washington State University

Registrations

Licensed Professional Engineer: ID, UT, CA, WA, OR TX
 Licensed Structural Engineer: ID, UT, WA, CA

Professional Affiliations

American Council of Engineering Companies
 Structural Engineers Association of Idaho

Greg Jones PE

Fire Protection Engineer | PCI, Inc.



Greg Jones brings 24 years of fire protection engineering experience on projects with diverse scopes ranging from special agent suppression systems to basic fire sprinkler systems and fire alarm/mass notification systems for both new construction and renovation efforts. He adeptly researches building/fire codes to determine requirements for fire protection systems, prepares fire protection design analysis, performs design modifications to existing fire protection water supply and fire sprinkler systems, prepares drawings and specifications for fire sprinkler systems, surveys existing fire protection systems, and performs plan review of contractors shop drawing submittals.

Related Experience

Kingsley Field Building 400, Klamath Falls, OR
 Designed pump, fire sprinkler, high expansion foam, fire alarm, and mass notification systems for remodel of aircraft maintenance hangar. Prepared design narratives, drawings, specifications, and calculations. Met with government representatives to review design. Observed installation of systems and witnessed acceptance testing.

BOI Employee Parking Garage, Boise, ID

Prepared drawings and specifications for fire protection standpipe systems for a five-level open parking structure. Design of the standpipe systems was required to conform to International Building Code, International Fire Code, and NFPA 14.

BOI East Public Parking Garage, Boise, ID

Prepared drawings and specification for a fire protection standpipe systems for a five-level open parking structure. Design of the standpipe system was required to conform to International Building Code, International Fire Code, and NFPA 14.

Provo city Municipal Building, Provo, UT

Prepared and sealed a fire sprinkler and standpipe design drawings for building, including connected, underground parking. Developed performance specifications and fire protection drawings, details, and hydraulic calculations. Prepared 3-D model of the fire sprinkler system using Revit to provide coordination with the building's structural, mechanical, and electrical systems. Reviewed fire protection shop drawing submittals and responded to all requests for information from installing contractors.

Availability

25%

Experience

24 Years

Education

BS, Mechanical Engineering, University of Utah

Registrations

Licensed Professional Engineer: CO, ID, UT (additional 23 states)
 National Fire Protection Association Certified Fire Protection Specialist

Jason Brunson PE
Electrical Engineer | CSHQA



Jason is a quality-focused Professional Electrical Design Engineer with 21 years of industrial, commercial, and nuclear power distribution design experience. He is responsible for thorough power system analysis, completed with a focus on reliability, coordination, load flow, short-circuit and arc flash calculations. He designs cost-effective and quality electrical power distribution systems, lighting systems, grounding and lightning protection systems, communications and network systems, and control systems.

Related Experience

- Fresno Yosemite International Airport, Fresno, CA**
\$86-million Terminal Expansion with new FIS (2019-2023)
- Boise Airport, Boise, ID**
Administration Office Entry Lobby Remodel
SARA
Mother's Room
Aircraft Lighting Electrical Building (ALEB) Electrical Power Upgrades
Concourse B Arc Flash Study
Electrical Power Feeding Concourse B
Idaho Transportation Department Aeronautics Hangar and Office Site
FedEx Vale
Concourse C Passenger Boarding Bridge C-8
- San Carlos Airport New Aircraft Storage Hangars, San Carlos, CA**
- Idaho Air National Guard: Building 1529 Renovation, Boise, ID**
- Idaho Air National Guard: Building 1530 Renovation, Boise, ID**
- Kingsley Field B400 Hangar and Electrical Upgrade**
Klamath Falls, OR

- Availability**
25%

- Experience**
21 Years

- Education**
BS, Electrical Engineering, University of Idaho

- Registrations**
Licensed Professional Engineer: ID, AR, CA, CO, UT, WA

- Professional Affiliations**
National Council of Examiners for Engineering and Surveying, Model Law Engineer (NCEES MLE)

Joe Huff PE
Mechanical Engineer | CSHQA



Joe is a mechanical engineer with 12 years of experience specializing in the design of HVAC and plumbing systems for a variety of building types. He takes pride in researching and developing solutions to a client's unique problems, and he stays informed of emerging technologies that could benefit current or future projects. He also has experience in energy efficiency projects, DDC controls upgrades, and large industrial campuses, including government and healthcare.

Related Experience

- Boise Airport: Terminal Skylight Replacement, Boise, ID**
- Boise Airport: Idaho Transportation Department Aeronautics Hangar and Office Site, Boise, ID**
- TAN-691 Maintenance & Vehicle Storage Building Design Services, Idaho Falls, ID**
- Ketchum City Hall & Police Station Relocation/Renovation**
Ketchum, ID
- Meridian Police Department Tenant Improvement, Meridian, ID**
- Idaho Air National Guard: Gowen Field Building 1500 Type B Services, Boise, ID**
- Idaho Air National Guard: Building 1529 Renovation, Boise, ID**
- Idaho Air National Guard: Building 1530 Renovation, Boise, ID**
- Idaho Air National Guard Medical Training Facility, Boise, ID**

Availability
25%

Experience
12 Years

Education
BS, Mechanical Engineering,
California Polytechnic State University - San Luis Obispo

Registrations
Licensed Mechanical Engineer:
CA, CO, ID, IL, OK, OR

J.R. Anzer

Cost Estimator | Parametrix



J. R. has over 46 years of experience in the field of Construction Cost Consulting. He was employed in 1975 as an Estimator and has served as President / Principal since 1979. As one of the company founders, he is responsible for over-all coordination and quality control for each project. He oversees the computer systems used for Quantity Surveying & Estimating. Mr. Anzer reviews all quantities and costs, as well as the scheduling constraints on all projects. He has experience on a wide range Municipal, Housing, Commercial, and Civil Facilities. His combined experience amounts to a Construction Value of over \$26 billion with over 6,900 projects to date.

Related Experience

Gunnison-Crested Butte Regional Airport Expansion and Renovation, Gunnison, CO

Grand Junction Regional Airport Terminal Level 2 Addition
Grand Junction, CO

Centennial Airport Administration Building, Englewood, CO

Fresno Yosemite International Airport Terminal Expansion
Fresno, CA

Boise Airport East Public Parking Garage, Boise, ID

Boise Airport Snow Removal Equipment Storage Building, Boise, ID

Boise Airport Aeronautics Hangar and Administration Building
Boise, ID

Salt Lake City International Airport, Salt Lake City, UT

- Addition to Terminal Unit Two
- Administrative Offices
- Airport Hangar Completion
- AlSCO Hangar
- Car Rental Expansion Service Counter Phase II
- Car Rental Lobby Expansion
- Concourse B Remodel
- Concourse C Expansion
- Concourse D
- Expansion, South Concourse, North Concourse, Parking Structure, and Central Utility Plant

Jackson Hole Airport Terminal Area Expansion, Jackson Hole, WY

Availability

15%

Experience

46 Years

Education

Cost Estimating, Utah Technical College

Registrations

American Society of Professional Estimators | Certified Professional Estimators

ADDITIONAL INFORMATION FOR AGREEMENT

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

E-Verify Participation Letter

Insurance Certificate(s)



CSHQA, INC.

DUNS Unique Entity ID 063323729	SAM Unique Entity ID EBLBNCF3CKL8	CAGE / NCAGE 0HPS0
Purpose of Registration All Awards	Registration Status Active	Expiration Date Mar 1, 2022
Physical Address 200 Broad ST Boise, Idaho 83702-7635 United States	Mailing Address 200 Broad ST. Boise, Idaho 83702-7635 United States	

Business Information

Doing Business as (blank)	Division Name Boise	Division Number (blank)
Congressional District Idaho 02	State / Country of Incorporation Idaho / United States	URL www.cshqa.com

Registration Dates

Activation Date Mar 2, 2021	Submission Date Mar 1, 2021	Initial Registration Date Jan 29, 2002
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Nov 14, 1968	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
0HPS0

Points of Contact**Electronic Business**

☺
Gabe Caretto, Financial Manager

**701 University AVE
STE 210
Sacramento, California 95825
United States**

Government Business

☺
Martin A Hahle, President

**200 Broad ST
Boise, Idaho 83702
United States**

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541310	Architectural Services
	541330	Engineering Services

Product and Service Codes

PSC	PSC Name
C1AA	Architect And Engineering- Construction: Office Buildings
C1AB	Architect And Engineering- Construction: Conference Space And Facilities
C1AZ	Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings
C1BE	Architect And Engineering- Construction: Airport Terminals
C1BG	Architect And Engineering- Construction: Electronic And Communications Facilities
C1BZ	Architect And Engineering- Construction: Other Airfield Structures
C1CA	Architect And Engineering- Construction: Schools
C1CZ	Architect And Engineering- Construction: Other Educational Buildings
C1DA	Architect And Engineering- Construction: Hospitals And Infirmaries
C1DB	Architect And Engineering- Construction: Laboratories And Clinics
C1DZ	Architect And Engineering- Construction: Other Hospital Buildings
C1EB	Architect And Engineering- Construction: Maintenance Buildings
C1EC	Architect And Engineering- Construction: Production Buildings
C1EZ	Architect And Engineering- Construction: Other Industrial Buildings
C1FA	Architect And Engineering- Construction: Family Housing Facilities
C1FB	Architect And Engineering- Construction: Recreational Buildings
C1FC	Architect And Engineering- Construction: Troop Housing Facilities
C1FD	Architect And Engineering- Construction: Dining Facilities
C1FE	Architect And Engineering- Construction: Religious Facilities
C1FF	Architect And Engineering- Construction: Penal Facilities
C1FZ	Architect And Engineering- Construction: Other Residential Buildings
C1GB	Architect And Engineering- Construction: Food Or Grain Storage Buildings
C1GC	Architect And Engineering- Construction: Fuel Storage Buildings

C1JB	Architect And Engineering- Construction: Testing And Measurement Buildings
C1JZ	Architect And Engineering- Construction: Miscellaneous Buildings
C1LA	Architect And Engineering- Construction: Airport Service Roads
C1LZ	Architect And Engineering- Construction: Parking Facilities
C1MG	Architect And Engineering- Construction: Epg Facilities - Solar
C1MH	Architect And Engineering- Construction: Epg Facilities - Wind
C1NA	Architect And Engineering- Construction: Fuel Supply Facilities
C1NB	Architect And Engineering- Construction: Heating And Cooling Plants
C1NZ	Architect And Engineering- Construction: Other Utilities
C1PA	Architect And Engineering- Construction: Recreational Facilities (Non-Building)
C1PB	Architect And Engineering- Construction: Exhibit Design (Non-Building)
C1PC	Architect And Engineering- Construction: Unimproved Real Property (Land)
C1QA	Architect And Engineering- Construction: Restoration Of Real Property (Public Or Private)
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing
C219	Architect And Engineering- General: Other
C220	Architect And Engineering- General: Structural Engineering
C221	Architect And Engineering- General: Plumbing Systems
C222	Architect And Engineering- General: Electrical Systems
C223	Architect And Engineering- General: Mechanical Systems

Disaster Response

This entity does not appear in the disaster response registry.



For this Record...

- Filing history and documents
- Trade names
- Get a certificate of good standing
- File a form
- Subscribe to email notification
- Unsubscribe from email notification

- Business Home
- Business Information
- Business Search

- FAQs, Glossary and Information

Summary

Details			
Name	CSHQA, INC.		
Status	Good Standing	Formation date	03/23/2000
ID number	20001060804	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	200 West Broad Street, Boise, ID 83702, United States		
Principal office mailing address	200 W BROAD ST, BOISE, ID 83702, United States		

Registered Agent	
Name	Jesse G. Goldman
Street address	2696 South Colorado Boulevard, Suit, Ste. 100, Denver, CO 80222, United States
Mailing address	200 W. Broad Street, BOISE, CO 83702, United States

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

CSHQA, INC.

is an entity formed or registered under the law of California, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20001060804.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 02/02/2022 that have been posted, and by documents delivered to this office
electronically through 02/03/2022 @ 15:38:20.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 02/03/2022 @ 15:38:20 in accordance with applicable law.
This certificate is assigned Confirmation Number 13768954.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
 SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
 ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No x. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: CSHQA, Inc.

Authorized Signature:  Title: President

Printed Name: Martin A. Hahle Date: February 22, 2022



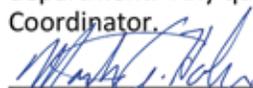
COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of CSHQA that every employee has the right to work in an environment where every person is treated with respect and dignity. We are committed to maintaining a work environment that is free from bias, prejudice and harassment. Each manager, supervisor and employee is responsible for carrying out this policy. It is the policy of CSHQA **not** to discriminate against any employee or applicant for employment because of his/her race, color, religion, sex, sexual orientation, gender identity, national origin, age, pregnancy, genetic information, retaliation for protected activity, or any other status protected by applicable federal, state and local laws, or because he/she is an individual with a disability or disabled veteran, Armed Forces service medal veteran, recently separated veteran, or active duty wartime or campaign badge veteran, or thereafter referred collectively as "protected veterans." It is also the policy of CSHQA to take affirmative action to employ and to advance in employment, all persons regardless of their status, as described above, and to base all employment decisions only on valid job requirements. This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, at all levels of employment.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) Filing a complaint; (2) Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), and Vietnam Era Veterans Readjustment Assistance Act (VEVRAA), or any other Federal, State or local law requiring equal opportunity for individuals with disabilities and protected veterans; (3) Opposing any act or practice made unlawful by Section 503 and VEVRAA or their implementing regulations or any other Federal, State or local law requiring equal opportunity for individuals with disabilities or protected veterans; or (4) Exercising any other right protected by Section 503 and VEVRAA or their implementing regulations in this part.

As President of CSHQA, I am committed to the principles of Affirmative Action and Equal Employment Opportunity. In order to ensure dissemination and implementation of equal employment opportunity and affirmative action throughout all levels of the Company, I have selected Ruthie Heikkila as the EEO/AA Coordinator for CSHQA. One of the EEO/AA Coordinator's duties will be to establish and maintain an internal audit and reporting system to allow for effective measurement of CSHQA's programs. The EEO/AA Coordinator can be reached at 208-429-4040 and is available to answer any questions on EEO Matters.

In furtherance of CSHQA's policy regarding Affirmative Action and Equal Employment Opportunity, CSHQA has developed written Affirmative Action Programs which set forth the policies, practices and procedures that CSHQA is committed to in order to ensure that its policy of nondiscrimination and affirmative action for qualified individuals with disabilities and qualified protected veterans is accomplished. These Affirmative Action Programs are available for inspection by any employee or applicant for employment upon request between the hours of 8 to 5 at our Human Resources department. Any questions should be directed to me, your supervisor, or Ruthie Heikkila, EEO/AA Coordinator.



 Martin Hahle, President
 CSHQA, Inc

July 1, 2021

 Date



February 28, 2022

City of Pueblo
230 South Mechanic Street
Pueblo, CO 81003

Re: Compliance with E-Verify Program
Bid 21-090 RFP - Pueblo Memorial Airport Terminal Remodel

To Whom It May Concern:

Please accept this letter as certification that CSHQA, Inc. does not knowingly employ or contract with any workers without authorization and has not or will not knowingly enter into a contract with any subcontractor that fails to certify to us that they do not knowingly employ or contract with any workers without authorization.

CSHQA, Inc. participates in or has applied for participation in the E-Verify Program created by Public Law 208, 104th Congress, as administered by the United States Department of Homeland Security.

Sincerely,

CSHQA, INC.

A handwritten signature in blue ink, appearing to read "Martin A. Hahle".

Martin A. Hahle
President

tc

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
A. COVERAGES	1
Business Liability	1
Medical Expenses	2
Coverage Extension - Supplementary Payments	2
B. EXCLUSIONS	3
C. WHO IS AN INSURED	10
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	14
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	15
1. Bankruptcy	15
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
3. Financial Responsibility Laws	16
4. Legal Action Against Us	16
5. Separation Of Insureds	16
6. Representations	16
7. Other Insurance	16
8. Transfer Of Rights Of Recovery Against Others To Us	17
F. OPTIONAL ADDITIONAL INSURED COVERAGES	18
Additional Insureds	18
G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	20



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

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- (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.

BUSINESS LIABILITY COVERAGE FORM**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;

BUSINESS LIABILITY COVERAGE FORM

- (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,

BUSINESS LIABILITY COVERAGE FORM

(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.

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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:

BUSINESS LIABILITY COVERAGE FORM

- 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:

BUSINESS LIABILITY COVERAGE FORM

- (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;

BUSINESS LIABILITY COVERAGE FORM

- 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";

BUSINESS LIABILITY COVERAGE FORM

- 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.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".
4. With respect to this coverage, the following additional exclusions apply:
- a. Fellow employee**
Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
- b. Care, custody or control**
Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C.** With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:
The following are "insureds":
- a.** You.
- b.** Your "employee" while using with your permission:
- (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c.** Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
- (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

- d.** Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D.** With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

- a.** Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

- b.** When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E.** The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

- 1.** "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Waiver Type Blanket

A blanket waiver of subrogation is granted for all projects and contracts for the below named insured and its subsidiaries for all jobs requiring such a waiver in writing in all states excluding Texas listed under section 3A of your information page.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2021

Policy No. 4007721

Endorsement No.

Insured CSHQA Inc
200 BROAD ST
BOISE, ID 83706

Premium

Insurance Company WCF National Insurance Company

Countersigned by _____



CSHQPA0-01

AARCHULETA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

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

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

PRODUCER The Hartwell Corporation PO Box 400 Caldwell, ID 83606	CONTACT NAME: Aubrey Archuleta PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: aubrey@thehartwellcorp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : XL Specialty Insurance Co.	
NAIC #	
37885	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liabili			DPR9985539	11/1/2021	11/1/2022	Each Claim Limit	5,000,000
A	Retro Date 1/1/1889			DPR9985539	11/1/2021	11/1/2022	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid 21-090 RFP - Pueblo Memorial Airport Terminal Remodel

CERTIFICATE HOLDER City of Pueblo, a Municipal Corporation 230 South Mechanic Street Pueblo, CO 81003	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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