



PINAL COUNTY  
wide open opportunity

## Offer and Acceptance

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### OFFER AND ACCEPTANCE FORM

#### TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

	Managing Partner Operations
Authorized Signature	Title
Tim Dietz	April 27, 2016
Printed Name	Date
JST ENTERPRISES, LLC dba: UNIQUE HEAVY RECOVERY	520.423.0051
Company Name	Telephone
PO Box 72299	Phoenix, Arizona 85050
Address	City, State, Zip

#### For clarification of this offer, contact:

Name: Tim Dietz Phone: 520.423.0051 Fax: 623.582.0784

Email: UniqueHvyRcrvy@aol.com

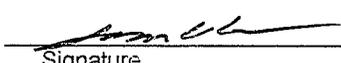
#### ACCEPTANCE OF OFFER (For Pinal County Use Only)

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for: PCSO Towing Services - Supplemental

This contract shall henceforth be referenced to as Contract No. 152420. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this 11th day of May 2016.

<u>Todd House</u>	<u>Chairman</u>	
Name (Print)	Title	Signature

Approved as to form:   
Pinal County Attorney's Office



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### OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

JST ENTERPRISES, LLC dba: UNIQUE HEAVY RECOVERY

Firm

Authorized Signature

# UNIQUE HEAVY RECOVERY

PO Box 72299, Phoenix, Arizona 85050

Phone: 520.423.0051



## PROPOSAL FOR SOLICITATION NO: RFP-152420 PCSO Towing Services

PROVIDED TO:

**Pinal County Finance Department**

31 North Pinal Street, Building A  
Florence, Arizona 85132

**April 28, 2016**

**2:00 PM**

**By: Tim Dietz, Managing Partner Operations**

**ORIGINAL**



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## Addendum Acknowledgement Form

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Addendums are posted on the Pinal County website at the following address:  
<http://pinalcountyaz.gov/Departments/Finance/Pages/BidsProposals.aspx> . It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum.

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement \_\_\_\_\_  
Signature Date

ADDENDUM NO. 2 Acknowledgement \_\_\_\_\_  
Signature Date

ADDENDUM NO. 3 Acknowledgement \_\_\_\_\_  
Signature Date

**If no addendums were issued**, indicate below, sign the form and return with your response.

JST ENTERPRISES, LLC dba: UNIQUE HEAVY RECOVERY  
Firm

Authorized Signature



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## Responder's Checklist

Pinal County  
Finance Department  
31 N. Pinal St.  
Bldg. A  
P.O. Box 1348  
Florence, AZ 85132

### RESPONDERS CHECKLIST

	Yes/No
Did you <b>sign</b> your Offer sheet? <i>See Page 39 &amp; 40 of this solicitation.</i>	YES
Did you acknowledge all addendums, if any? <i>See page 36. Any addendums would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	YES
Did you complete all required Response Forms? <i>Any Response forms would be posted on the Pinal County website on the Bids/Proposals page of the Finance/Purchasing Department.</i>	YES
Did you include your W-9 Form? <i>See page 37 of this solicitation.</i>	YES
Did you include any necessary attachments?	YES
Is the outside of your sealed submittal marked with the Solicitation #, Due Date and Time? <i>See page 1 for this information.</i>	YES
Did you include one original and the required number of copies? <i>See page 1 for the quantity.</i>	YES
Did you follow the order for submissions of documents? <i>See Section 3.4 – Offer format in the Special Instructions of this solicitation.</i>	YES
Did you include proof of insurance(s) if requested?	YES



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RFP 152420  
PCSO Towing Services –  
Supplemental

Response Form 1 - Questions

Pinal County  
Finance Department  
31 N. Pinal St.  
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P.O. Box 1348  
Florence, AZ 85132

**Responder Name: JST ENTERPRISES, LLC dba: UNIQUE HEAVY RECOVERY**

Responders shall complete the following Response Form, indicating their responses in the spaces provided that are marked "Responder Response". Additional pages may be added so long as they are clearly referenced in the spaces provided.

Please note: Any exception and the total number of exceptions taken will negatively affect your evaluation score. Compliance to Terms and Conditions has been identified as an evaluation criterion for this solicitation. Any exception not contained within this section of the solicitation will be deemed invalid and will not be considered.

### Acceptability of Responses

Offers that do not include fully completed copies of Response Forms 1, 2, 3, 4, and 5 may cause the entire offer to be deemed unacceptable and therefore non-responsive. Forms with incomplete or unacceptable responses will also be considered non-responsive.

### 1 Capacity of Responder

- 1.1 Responder shall describe their company history including company full legal name, primary business location, years in business, ownership structure, and website, if applicable.

**JST ENTERPRISES, LLC dba: UNIQUE HEAVY RECOVERY has been under its current ownership, who equip us with a combination of over 60 years experience in law enforcement towing, since January 1, 2002. Our corporate office is located at 23881 N. 7<sup>th</sup> Ave, Phoenix, Arizona and we have storage facilities throughout the valley, including Casa Grande, Buckeye, Mesa and Glendale, that are fully staffed. Our website is UniqueHeavyRecovery.com.**

- 1.2 Responder shall list current contracts with other entities.

**Our law enforcement contracts include Maricopa County Sheriff's Office, Arizona Department of Public Safety (6 districts), City of Casa Grande and City of Buckeye.**

- 1.3 Responder shall list equipment, storage lot(s) and personnel commitments they have with other entities (i.e. police departments, local governments, etc.).

**Each of our contracts have dedicated storage facilities, personnel and equipment with available back-up when necessary. Our Casa Grande facility is located at 900 W. Cottonwood and is staffed with an office employee, two drivers, and a light duty and heavy truck available 24/7. Our Mesa facility is located at 310 S. Alma School Rd and is staffed with office personnel, three drivers, three light duty and two heavy duty trucks available 24/7. Our Buckeye facility is located at 720 E. Beloit Rd and is staffed with an office employee, three drivers with two light duty and a heavy duty truck available 24/7. Our Glendale facility is located at 5715 W. Maryland and is staffed with officer personnel, three drivers, three light duty and three heavy duty trucks available 24/7. Our North Phoenix facility is located at 23881 N. 7<sup>th</sup> Ave and is staffed with officer personnel, three drivers, three light duty and three heavy duty trucks available 24/7. In addition to the dedicated equipment and personnel to each contract, we have additional drivers, light, medium and heavy duty trucks that cover any employee time off, peak times, equipment breakdowns, special events, etc. Our company also has two rotators, 75 ton and 40 ton, available to perform side recoveries utilizing a boom that turns 360 degrees. This type of equipment is instrumental in wreck recovery by reducing lane closures and recovery time. Utilization of our own loaders, skid steers and recovery trailer equipped with traffic directional equipment, absorbent, portable lighting and other recovery tools, also provides expedient mobilization, response and completion of major traffic incidents.**



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PCSO Towing Services –  
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Response Form 1 - Questions

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- 1.4 Responder shall provide a minimum of three (3) references who can comment on their work. References from public entities are preferred. Responder must include name, company/entity, phone, and email at a minimum for each reference.

**Maricopa County Sheriffs Office – Deputy Walt Duncanson**  
3420 W. Lower Buckeye, Phoenix, Arizona 85009

**W\_DuncaNton@MCSO.Maricopa.gov**  
Phone: 602.876.5874 Fax: 602.257.1150

**Arizona Department of Transportation – Ken Morris**  
1611 W. Jackson St MD EM04, Phoenix, Arizona 85007

**KMorris@AZDOT.gov**  
Phone: 602.290.6107 Fax: 602.712.3066

**Arizona Department of Public Safety – Officer Mike Harrigan**  
2610 S. 16<sup>th</sup> Street, Phoenix, Arizona 85034

**MHarrigan@AZDPS.gov**  
Phone: 602.223.2504 Fax: 602.223.2508

- 1.5 Responder shall complete Response Form 2 – Tow Designation & Equipment List to specify which districts they are submitting a proposal for and provide a listing of equipment to be used within that district.
- 1.6 Responder shall complete Response Form 3 – Storage Facility List to provide listing of storage facilities to be used under this contract.
- 1.7 Responder shall complete Response Form 4 – Personnel List to provide listing of personnel to be employed under this contract.
- 1.8 Responder shall complete Response Form 5 – Insurance Requirement to provide confirmation of required insurance coverage under this contract.

## 2 Method of Approach

- 2.1 Responder shall list and describe the dispatching equipment.

**Our company has live personal dispatch 24 hours a day, 7 days a week, 365 days a year to answer your call. Communication from our dispatch to our drivers is delivered via push to talk through AT&T with cell phone service as a back-up.**

- 2.2 Responder shall describe their vehicle record keeping process and procedures.

**All towed vehicles are dispatched through our central communications office. Time of dispatch, on scene arrival, in tow and tow completion are all time stamped by our dispatch members. Drivers communicate vehicle information and tow reason to dispatch. All information is entered into a database wherein all detailed call information is available. An excel sheet is also established isolating just PCSO tows listing all vehicle owner, tow and release information as required by RFP. Internal auditing is performed on each and every tow to insure compliance and accuracy.**

- 2.3 Responder shall describe their proposed method for maintaining service coverage and service response time requirements.

**Unique is a law enforcement towing provider. We do not perform or have contracts for any light duty towing with roadside motor clubs, such as AAA, or insurance companies/body shops. Our central communications center is staffed 24/7 with drivers always on call ready for law enforcement quick response. Unique has dozens of trucks and drivers throughout Central Arizona to respond quickly to the needs of our law enforcement partners. All of our drivers and dispatchers have completed the Federal Highway Administration Traffic Incident Management program and are well versed in their job requirements.**

- 2.4 Responder shall describe their familiarity with the internet and Google Documents (Google Docs).

**All of our systems are internet based and we have used and are familiar with google docs.**



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Response Form 1 - Questions

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**3 Conformance to Terms and Conditions and Scope of Services**

     **JST ENTERPRISES, LLC dba: UNIQUE HEAVY RECOVERY** have read, understand, and shall comply with **all Terms and Conditions**. Responders that accept the County's Terms and Conditions shall check **YES** to clearly indicate their acceptance. Responders who take exception to the County's Terms and Conditions shall check **NO** and clearly indicate their exception(s) and provide Responder's suggested language.

  X   **YES**, I acknowledge that I have read and understand all Terms and Conditions and will comply in any resultant contract.

     **NO**, I acknowledge that I have read, understand all Terms and Conditions and will comply in any resultant contract with the exceptions listed below.

**Exceptions (If checked NO)**

Responders that take exception to any Terms and Conditions shall justify their exception as well as proposing any changes to the County's language with the Responder's suggested changes clearly indicated. Additional pages may be added so long as they are clearly referenced in the spaces provided. **Please note that taking exception to any Terms and Conditions may affect your evaluation score.** Both the number of exceptions and the severity of the exceptions can affect your score and may have you deemed non-responsive for this solicitation.

Cite the specific Term and Condition for which an exception is taken: **No exceptions taken**

Responder's justification for the exception: **No exceptions taken**

Responder's suggested changes: **No exceptions taken**

     **JST ENTERPRISES, LLC dba: UNIQUE HEAVY RECOVERY** have read, understand, and shall comply with the **Scope of Services**. Responders that accept the Scope of Services shall check **YES** to clearly indicate their acceptance. Responders who take exception to any item in the Scope of Services shall likewise check **NO** and clearly indicate their exception and provide Responder's suggested language.

  X   **YES**, I acknowledge that I have read and understand the Scope of Services and will comply in any resultant contract.

     **NO**, I acknowledge that I have read, understand the Scope of Services and will comply in any resultant contract with the exceptions listed below.

Cite the specific item in the Scope of Service for which an exception is taken: **No exceptions taken**

Responder's justification for the exception: **No exceptions taken**

Responder's suggested changes: **No exceptions taken**

**End of Response Form 1 for RFP-152420 PCSO Towing Services - Supplemental**



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RFP-152420  
PCSO Towing Services – Supplemental

Response Form 2 – Tow Designation & Equipment List

Pinal County  
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Florence, AZ 85132

**TOW DESIGNATION & EQUIPMENT LIST**

Towing and storage services for public vehicles will be awarded by geographic areas (tow districts) and on a rotational basis per the County defined tow boundaries for PCSO requested services. The responder must have and maintain a properly zoned storage facility within each tow district that they are submitting a proposal for. In addition, the responder shall have a separate tow vehicle for each district they are submitting a proposal for. The same tow vehicle shall not be used for two districts, however a medium duty truck may be used for medium duty and light duty within the same district and a heavy duty truck may be used for heavy duty, medium, and light duty within the same district.

The responder shall provide a detailed list and description of the tow vehicles your company will utilize under this contract. Use additional pages as necessary.

Tow District Vehicle will be utilized for (only 1 district per vehicle)	Make	Yr	VIN #	LIC #	MFG. GVW	TYPE Light (L) Medium (M) Heavy Duty (H)	Winch Capacity	Vehicle Owner & Inspection Date
1,2,3,4,5, 7 & 8	PETERBILT	1998	1NPFL6PXXWN474600	CG38528	40,000	HEAVY DUTY	(2) 50,000	UNIQUE HEAVY RECOVERY 1/8/09
3	STERLING	04	2FZACFCT24AM57541	CF54958	16,000	LIGHT DUTY	8,000	UNIQUE HEAVY RECOVERY 9/23/13

JST ENTERPRISES, LLC dba: UNIQUE HEAVY RECOVERY  
TIM DIETZ, MANAGING PARTNER OPERATIONS  
Firm/Individual

  
Authorized Signature and Date

**END OF TOW EQUIPMENT LIST**



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**RFP-152420**  
**PCSO Towing Services – Supplemental**  
**Response Form 3 – Storage Facility List**

Pinal County  
Finance Department  
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P.O. Box 1348  
Florence, AZ 85132

**STORAGE FACILITY LIST**

The Responder must have and maintain a properly zoned storage facility within each tow district that they are submitting a proposal for.

The responder shall provide a detailed list and description of their vehicle storage facilities that will be utilized under this contract. Use additional pages as necessary.

<b>Tow District Storage Lot is located in</b>	<b>Location (address and nearest cross streets)</b>	<b>Capacity (# of vehicles)</b>	<b>Lot Size (in feet width x length)</b>	<b>Zoning Code</b>	<b>Storage Lot Owner</b>	<b>Security (lighting, fencing, etc)</b>
DISTRICT 3	900 W. COTTONWOOD THORTON & COTTONWOOD CASA GRANDE, ARIZONA	300	300' X 200'	I-2	MLR TRUST	SECURITY LIGHTING, 6' CHAIN LINK FENCE WITH BARBED WIRE, 24 HOUR SECURITY GUARD, SWING LOCKING GATE

**END OF STORAGE FACILITY LIST**



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**Response Form 4 – Personnel List**

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Florence, AZ 85132

**PERSONNEL LIST**

The responder shall provide the following information for all personnel who will be performing work under this contract. Tow truck operators shall adhere to qualifications listed in the Statement of Work. Use additional pages as necessary.

FULL NAME	POSITION WITHIN COMPANY	DATE OF BIRTH	DRIVERS LICENSE # AND CLASS	START DATE WITH COMPANY	YEARS EMPLOYED BY CONTRACTOR	EXPERIENCE IN INDUSTRY (YRS)
WAYNE BONACCI	DRIVER	7/22/59	D00890051 CLASS A	7/15/13	3	22
CHAD MASTERS	DRIVER	12/22/73	B12575644 CLASS D	12/31/20 09	6.5	14
TIMOTHY GIVEN	DRIVER	6/15/82	D03100899 CLASS D	4/19/16	NEW	5

**END OF PERSONNEL LIST**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2015

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

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

<b>PRODUCER</b> Koty-Leavitt Insurance Agency, Inc. 6992 E. Broadway Blvd  Tucson AZ 85710-2803	<b>CONTACT NAME:</b> *Rachel Dias <b>PHONE (A/C No. Ext):</b> (520) 571-1900 <b>E-MAIL ADDRESS:</b> rachel-dias@leavitt.com	<b>FAX (A/C No.):</b> (520) 571-9667
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Westfield Insurance Company	<b>NAIC #</b> 24112
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 15/16 GL AL GK OH      **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			CSP7962443	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CSP7962443	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 30,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSP7962443	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>ON HOOK CARGO</b> <b>GARAGEKEEPERS DIRECT PRIM</b>			CSP7962443	11/1/2015	11/1/2016	\$500K LIMIT \$500 COMP DED \$500 COLL DED \$500K LIMIT \$500 COMP DED \$500 COLL DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 GENERAL LIAB: ADDL INSR PER FORMS CG7135(11/12) & CG2012(4/13) ATTACHED

<b>CERTIFICATE HOLDER</b>  PINAL COUNTY SHERIFF'S OFFICE 971 N JASON LOPEZ CIRCLE BUILDING C FLORENCE, AZ 85232	<b>CANCELLATION</b>  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  *Rachel Dias/RACHEL
--	---

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY EXPANDED  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
  - Reasonable force
- B. Non-owned Watercraft**
  - Increased to 80 feet
- C. Non-owned Aircraft**
- D. Property Damage - Elevators**
- E. Damage To Premises Rented To You**
  - Limit increased to \$500,000
- F. Personal and Advertising Injury**
  - Exclusions
- G. Medical Payments - Volunteer Workers**
- H. Voluntary Property Damage**
- I. Care, Custody and Control**
- J. Supplementary Payments**
  - Bail Bonds - \$2500
  - Loss of Earnings - \$1000
- K. Who Is An Insured broadened:**
  - Limited Liability Partnership
  - Joint Ventures / Partnership / Limited Liability Company
  - Health Care Professionals (Incidental Medical Malpractice)
  - Newly Formed or Acquired Entities (up to 365 days)
  - Individual Owners of Buildings
- L. Knowledge and Notice Of Occurrence**
- M. Unintentional Failure To Disclose Hazards**
- N. Liberalization**
- O. Definitions**
  - Bodily Injury redefined
  - Expanded Personal and Advertising Injury definition
  - Unintentional Damage or Destruction added

In addition to the policy amendments contained in A through O listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Commercial General Liability Endorsement:

- Additional Insured - Co-Owners of Insured Premises - CG 20 27
- Additional Insured - Concessionaire - CG 20 03
- Additional Insured - Controlling Interest - CG 20 05
- Additional Insured - Grantor of Franchise - CG 20 29
- Additional Insured - Lessor of Leased Equipment - CG 20 34
- Additional Insured - Managers or Lessors of Premises - CG 20 11
- Additional Insured - Mortgagee, Assignee or Receiver - CG 20 18
- Additional Insured - Owners or Other Interests From Whom Land Has Been Leased - CG 20 24
- Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations - CG 20 12
- Additional Insured - Vendors - CG 20 15
- Waiver of Transfer of Rights of Recovery - CG 24 04

**A. EXPECTED OR INTENDED INJURY**

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions a. is replaced with the following:

**a. Expected Or Intended Injury**

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

**B. NON-OWNED WATERCRAFT**

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. (2) (a) is replaced with the following:

- (a) Less than 80 feet long; and

**C. NON-OWNED AIRCRAFT**

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, g. Aircraft, Auto or Watercraft, the following is added:

- (6) An aircraft you do not own, provided that:

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- (b) It is rented with a trained, paid crew; and
- (c) It does not transport persons or cargo for a charge.

**D. PROPERTY DAMAGE - ELEVATORS**

With respect to Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, paragraphs (3), (4) and (6) of Exclusion j. Damage to Property and Exclusion k. Damage To Your Product do not apply to the use of elevators. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

**E. DAMAGE TO PREMISES RENTED TO YOU**

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of Item 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire or explosion to premises while 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 III - LIMITS OF INSURANCE.

**F. PERSONAL AND ADVERTISING INJURY**

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

**q. Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**r. Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

**G. MEDICAL PAYMENTS - VOLUNTEER WORKERS**

Under SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, Item 2. Exclusions b. Hired Person is replaced with the following:

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or tenant of any insured; however this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises.

Under SECTION I - COVERAGES, the following are added:

**H. VOLUNTARY PROPERTY DAMAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession arising out of your business operations.

**2. Exclusions**

Coverage for Voluntary Property Damage does not apply to:

- a. "Loss" of property at premises owned, rented, leased, operated or used by you.
- b. "Loss" of property while in transit;
- c. "Loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. The cost of repairing or replacing:

- (1) "Your work" defectively or incorrectly done by you;
- (2) "Your product" manufactured, sold or supplied by you; or

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

e. "Loss" of property caused by or arising out of the "products-completed operations hazard."

3. Deductible

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

4. Actual Cost

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.

I. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operations.

2. Exclusions

Coverage for Care, Custody or Control does not apply to:

- a. "Property damage" to property at any premises owned, rented, leased, operated or used by you;
- b. "Property damage" to property while in transit;
- c. The cost of repairing or replacing:
  - (1) "Your work" defectively or incorrectly done by you; or
  - (2) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

d. "Property damage" to property caused by or arising out of the "products-completed operations hazard".

3. Deductible

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property damage" in excess of \$250, up to the applicable limit of insurance.

4. Actual Cost

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The most we will pay under Care, Custody or Control for "property damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.

J. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

K. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED Item 1.b. is replaced with the following:

- b. A partnership (including a limited liability 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.

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

**1. Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, partnership or limited liability company; or
- (2) If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or legal liability company.

Under SECTION II - WHO IS AN INSURED, item 2.a. is replaced with the following:

- a. Your "employees" or volunteer workers, 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 an insured 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 limited liability company), or to a co-"employee" or co-volunteer worker while that is either in the course of his or her employment or performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or co-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.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

(2) "Property damage" to property:

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

Under SECTION II - WHO IS AN INSURED, item 3.a. is replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

Under SECTION II - WHO IS AN INSURED, the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
  - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
  - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED the last paragraph of this section is replaced with the following:

Except as provided in 3. above, 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.

**L. KNOWLEDGE AND NOTICE OF OCCURRENCE**

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In the Event of Occurrence, Offense, Claim Or Suit, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:
- (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence", offense, claim, or "suit".

**M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations, the following is added:

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

all hazards or prior "occurrences" is not intentional.

**N. LIBERALIZATION**

Under SECTION I - COVERAGES, SECTION II - WHO IS AN INSURED, SECTION III - LIMITS OF INSURANCE, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AND SECTION V - DEFINITIONS, the following is added:

**Liberalization**

If we adopt any revision that would broaden the coverage under this endorsement without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this endorsement.

**O. DEFINITIONS**

Under SECTION V - DEFINITIONS, item 3. is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under SECTION V - DEFINITIONS, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person but only if such discrimination or humiliation is:
- (1) not done intentionally by or at the direction of:
    - (a) The insured; or
    - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
  - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

Under SECTION V - DEFINITIONS, the following definition is added:

23. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED -  
STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION  
OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<p><b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b></p> <p>Automatic status when required by written contract, agreement or permit.</p>   <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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**A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:**

**1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.**

**However:**

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

**2. This insurance does not apply to:**

**a. "Bodily injury" "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or**

**b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".**

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

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

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

**whichever is less.**

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