



Finance Department  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024  
503-661-7200

May 24, 2016

**General Contractor Prequalification Application  
HB Lee Middle School HVAC Upgrades**

**Addendum #1**

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From: Robert Collins  
Senior Project Manager  
Day CPM Services

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General Contractor Prequalification Application  
HB Lee Middle School HVAC Upgrades  
Reynolds School District

The General Contractor Prequalification Application for the above referenced project and the work covered are modified as follows, and except as set forth herein, otherwise remain unchanged and in full effect. This addendum is part of the General Contractor Prequalification Application Documents for the above named project and modifies the original General Contractor Prequalification Application Documents dated May 16, 2016. Acknowledgement of receipt of this addendum is required as part of the General Contractor Prequalification Application.

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**Item #1 Coversheet, (Changes in *italic & underlined* to read as follows)**

<b>Application Deadline:</b>	<b>2:00:00 PM, <i>May 31, 2016</i></b>
<b>Submit Applications to:</b>	<p><b>Physical Address:</b> Reynolds School District No. 7 RE: General Contractor Prequalification Application HB Lee Middle School HVAC Upgrades <u>1121 NE 172<sup>ND</sup> Avenue</u> <u>Portland, Oregon 97230</u></p> <p><b>US Mail Address:</b> Attn: Rachel Hopper Reynolds School District No. 7 1204 NE 201st Avenue Fairview, OR 97024</p> <p>The applicant is solely responsible for assuring the application is delivered to the Bid Desk by the application due date and time.</p>

**Item #2 Introduction, (Changes in *italic & underlined* to read as follows)**

Tentative Schedule:

Advertise Invitation to Bid	<u><i>June 10, 2016</i></u>
Bid Opening	<u><i>June 24, 2016</i></u>
Notice of Intent to Award	<u><i>June 25, 2016</i></u>
Contract Execution	July 7, 2016
Construction	July 7, 2016 – <u><i>September 30, 2016</i></u>

The estimated bidding schedule and construction schedule for the Project are subject to change. Applicant shall be responsible for obtaining bid documents that may contain modifications to the schedule set forth above.

**Item #3 1. Instructions, (Changes in *italic & underlined* to read as follows)**

1. Applications are due no later than *Tuesday May 31, 2016 at 2:00 PM, PST.*

**Item #4 V. Confidentiality,**

The scheduled bid opening date is *June 24, 2016.*

**Item #5 Draft Schedule (attschment),**

End of Addendum #1

# Reynolds School District HB Lee Middle School HVAC Upgrade

ID	Task Name	Duration	Start	Finish	ii	May	June	July	August	September	October	November	De				
					M	E	B	M	E	B	M	E	B				
1	HB Lee Middle School HVAC Upgrade	110 days	Mon 5/2/16	Fri 9/30/16													
2	Design Process	40 days	Mon 5/2/16	Fri 6/24/16													
3	Development of Bid Documents	30 days	Mon 5/2/16	Fri 6/10/16													
4	District Review	10 days	Mon 6/13/16	Fri 6/24/16													
5	Permit/Bidding/Contract Negotiations	38 days	Mon 5/16/16	Wed 7/6/16													
6	Permitting	10 days	Mon 6/13/16	Fri 6/24/16													
7	Prequalification Process	12 days	Mon 5/16/16	Tue 5/31/16													
8	Bidding	10 days	Mon 6/13/16	Fri 6/24/16													
9	Contract Negotiations	5 days	Mon 6/27/16	Fri 7/1/16													
10	Contract Board Approval	1 day	Wed 7/6/16	Wed 7/6/16													
11	Construction Phase	62 days	Thu 7/7/16	Fri 9/30/16													
12	Notice to Proceed	1 day	Thu 7/7/16	Thu 7/7/16													
13	Construction	40 days	Fri 7/8/16	Thu 9/1/16													
14	Substantial Completion	1 day	Fri 9/2/16	Fri 9/2/16													
15	Final Completion	20 days	Mon 9/5/16	Fri 9/30/16													
16	Roofing at HB Lee Middle School	47 days	Wed 6/15/16	Thu 8/18/16													
17	Mobilize on LB Lee MS Site	6 days	Wed 6/15/16	Wed 6/22/16													
18	Last day of school	1 day	Wed 6/15/16	Wed 6/15/16													
19	Mobilize Materials, Equipment, & Star	5 days	Thu 6/16/16	Wed 6/22/16													
20	Roofing Demo & Install	41 days	Thu 6/23/16	Thu 8/18/16													
21	Tear out of Existing	20 days	Thu 6/23/16	Wed 7/20/16													
22	Installation of Replacement Roofing	15 days	Thu 7/21/16	Wed 8/10/16													
23	T138 Metal over Existing Shingles	35 days	Thu 6/23/16	Wed 8/10/16													
24	Substantial Completion	1 day	Thu 8/11/16	Thu 8/11/16													
25	Final Completion	5 days	Fri 8/12/16	Thu 8/18/16													

Project: HB Lee HVAC Upgrade  
Date: Wed 5/25/16

Task Split Progress

Milestone Summary Project Summary

External Tasks External Milestone Deadline



Reynolds  
School District No. 7  
Fairview, Oregon

## GENERAL CONTRACTOR PREQUALIFICATION APPLICATION

### HB Lee Middle School HVAC Upgrade

#### (Mandatory Prequalification of General Contractor)

<b>Application Deadline:</b>	<b>2:00:00 PM, May 30, 2016</b>
<b>Submit Applications to:</b>	<p><b>Physical Address:</b> Reynolds School District No. 7 RE: General Contractor Prequalification Application HB Lee Middle School HVAC Upgrades 1204 NE 201st Avenue Fairview, OR 97024</p> <p><b>US Mail Address:</b> Attn: Rachel Hopper Reynolds School District No. 7 1204 NE 201st Avenue Fairview, OR 97024</p> <p>The applicant is solely responsible for assuring the application is delivered to the Bid Desk by the application due date and time.</p>
<b>Direct Questions to:</b>	Robert Collins (Project Manager) Email: <a href="mailto:rcollins@daycpm.com">rcollins@daycpm.com</a> Phone: 503-434-3650
<b>Electronic Responses:</b>	Electronic or faxed responses shall not be accepted or considered.

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3. Insurance
4. Surety Bonds
5. Experience
6. Performance and Integrity

Affidavit

### **Uniform Scoring System**

## Introduction

Reynolds School District (“District”) requires mandatory prequalification of general contractor (prime) prospective bidders for the following Work:

In General, the project includes demolition of existing HVAC equipment and ductwork, the refurbishing of existing unit ventilators and fan systems, furnishing of new equipment and ductwork to the existing central system presently in place, providing balancing and new mechanical controls throughout the Middle School, and new ceilings and lighting at certain locations.

Construction will include all project planning and staking, coordination, demolition, refurbishing of existing equipment, adjustments to fire sprinkler system, and finishing and installation of new equipment and ductwork, mechanical controls system, ceilings, light fixtures, and final balancing and coordination with the District’s Commissioning Agent of the upgraded HVAC systems.

Tentative Schedule:

<b>Advertise Invitation to Bid</b>	<b>May 31, 2016</b>
<b>Bid Opening</b>	<b>June 15, 2016</b>
<b>Notice of Intent to Award</b>	<b>June 17, 2016</b>
<b>Contract Execution</b>	<b>June 22, 2016</b>
<b>Construction</b>	<b>June 23, 2016 – September 6, 2016</b>

The estimated bidding schedule and construction schedule for the Project are subject to change. Applicant shall be responsible for obtaining bid documents that may contain modifications to the schedule set forth above.

## I. Instructions

1. Applications are due no later than May 30, 2016 at 2:00 PM, PST.
2. Type or print all answers and other entries on the application, except where signatures are required.
3. Applicants may submit their own computer-generated forms provided the layout and required information conform to the District’s application included in this document.
4. It is the responsibility of the applicant to provide all requested information and materials. Failure to do so will delay the review of the application and may be grounds for denial of prequalification.
5. An applicant that is currently prequalified with the Department of Transportation or with the Oregon Department of Administrative Services, for projects of the same size and kind, may submit proof of the prequalification in lieu of this prequalification application. Submit applicant’s certification of such prequalification under cover of this application, and include a surety letter, certificates of insurance, and affidavit.
6. Required Documents

The following hard copy documentation must be submitted with the prequalification application.

- A copy of this prequalification application, complete with responses to each question or request for information *or*, in the alternative, accompanied by proof of DAS or ODOT prequalification to bid projects of like size and kind.
- A letter from applicant’s surety indicating applicant’s single project and aggregate bonding capacity for Payment and Performance bonding and contact information for the surety’s representative.
- Certificates of insurance indicating limits for worker’s compensation, public liability, and property damage.
- Affidavit, attached, on behalf of applicant signed by a person authorized to execute contracts for applicant.

7. All answers and entries must be specific and complete in detail.
8. Provide information only for the specific company applying for prequalification.
9. Any false statement or material omission may be grounds for rejection.
10. Application signature
  - a. The prequalification application must be signed by the applicant, if a sole proprietor.
  - b. If a partnership, the application should be signed by an authorized partner.
  - c. If a corporation, the application should be signed by an authorized officer.
  - d. If a limited liability, the application should be signed by an authorized member.
11. The signatory of the affidavit guarantees the truth and accuracy of all answers, statements, and any additional information submitted to process this application.
12. The District reserves the right to request additional or supporting documents.
13. Retain a copy of your application for your records.

## **II. Application Review and Determination**

1. Upon receipt of the application, the District will review it for completeness and will notify the applicant if additional information is required.
2. The date on which applicant has submitted *all* required information will be considered the receipt date of the prequalification application.
3. If a prequalification application, or any portion thereof, is submitted after the Application Deadline, the District may process the application, or reject it at the District's sole discretion.
4. The District reserves the right to request supplemental or supporting documentation, including but not limited to project history details, safety records and insurance details, or reports or citations of regulatory violation.
5. If the District does not receive the requested information within 5 days of request, the District may make a determination on the basis of available information, or may deny the application as incomplete.
6. The date on which all of the required information has been received by the District will be considered the date of prequalification application.
7. District will review only General contractor project history for work completed within the past 5 years. The District may, but will not be required to, make independent inquiries concerning any information provided in the application.
8. This application form complies with the requirements of ORS 279C.430.

## **III. Notification of Prequalification Status**

1. The District will notify the applicant of applicant's prequalification status within thirty (30) days of receipt of the application.
2. If the applicant fails to prequalify, the District will specify the reasons for denial.
3. If after prequalifying an applicant, the District has reasonable cause to believe that due to a substantial change in the applicant's conditions the applicant is no longer qualified under the standards applicable to this Project, the District may revoke prequalification after reasonable notice to the applicant, which notice will specify the reasons for disqualification and inform the applicant of applicant's right to a hearing as provided above.

#### **IV. Appeals**

The written appeal must include basis for the appeal and be addressed and delivered to:

Attn: Rachel Hopper  
Reynolds School District No. 7  
1204 NE 201st Avenue  
Fairview, OR 97024

(a) An adversely affected or aggrieved Proposer may submit to the Contracting Agency a Written protest of the Contracting Agency's decision to exclude the Proposer from the Competitive Range within seven Days after issuance of the notice of the Competitive Range, unless a different protest period is provided under the Solicitation Document. (See procedural requirements for the use of RFPs at OAR 137-049-0650.)

(b) The Proposer's protest shall be in Writing and must specify the grounds upon which the protest is based.

(c) A Proposer is adversely affected only if the Proposer is responsible and submitted a Responsive Proposal and is eligible for inclusion in the Competitive Range, i.e., the protesting Proposer must claim it is eligible for inclusion in the Competitive Range if all ineligible higher-scoring Proposers are removed from consideration, and that those ineligible Proposers are ineligible for inclusion in the Competitive Range because:

(A) Their Proposals were not responsive; or

(B) The Contracting Agency committed a substantial violation of a provision in the RFP or of an applicable Procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been included in the Competitive Range.

#### **V. Confidentiality**

All prequalification information submitted by applicants shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions of the prequalification for which the applicant requests exception from disclosure consistent with Oregon Law. Financial, trade secret or proprietary information will be kept confidential (e.g. bonding limits). If a public records request to review a company's prequalification application is made, the District will notify the applicant company of the request before releasing any records.



Application of A-ABSOLUTE COMFORT HEATING & COOLING, INC.  
(Applicant's Registered Company Name)

- Individual Sole Proprietorship
- General Partnership
- Corporation
- Joint Venture (JV)
- Member of Joint Venture
- Limited Liability Company (LLC)
- Limited Liability Partnership (LLP)
- Limited Partnership (LP)
- Assumed Business Name (ABN)

Address to which all correspondence should be mailed:  
Contact Name ANDY NART  
Physical Address 15886 PARK PLACE CT.  
PO Box \_\_\_\_\_  
City OREGON CITY State OR. Zip Code 97045  
Phone No. 503-513-4795  
Fax No. 503-513-0797  
Email Address ANDY@A-ABSOLUTE-COMFORT.COM  
Date Application Prepared 5/30/16

This Prequalification Application is submitted for the purpose determining the applicant's qualification to bid as general contractor for the project known as HB Lee Middle School HVAC Upgrade. The scheduled bid opening date is June 17, 2016.

### 1. BUSINESS STRUCTURE

Complete only sections that apply to applicant.

<b>Assumed Business Name</b>	
<b>If applicant is doing business under an assumed business name, complete this section.</b>	
Assumed business name	_____
Owner's name & address	_____ _____
ABN Registration number and date	_____

<b>Sole Proprietorship</b>	
<b>If applicant is a sole proprietorship, complete this section.</b>	
Individual's name & address	_____ _____ _____
Signature	_____

**General Partnership**

If applicant is a **general partnership**, complete this.

Date of organization \_\_\_\_\_

Partners' names and addresses \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Foreign (out of state) partnership or persons domiciled in another state engaging in business in Oregon under an assumed name indicate whether the applicant is registered in compliance with ORS Chapter 648.**     Yes     No

Printed names and titles of officers authorized to execute contracts:

\_\_\_\_\_  
\_\_\_\_\_

**Oregon Corporation**

If applicant is an **Oregon corporation**, complete this section.

When incorporated \_\_\_\_\_

Registry Number \_\_\_\_\_

President \_\_\_\_\_

1<sup>st</sup> Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

12/10/1998  
664805-84  
SHARRON M. HART  
ANDREW C. HART  
\_\_\_\_\_  
\_\_\_\_\_

Printed names and titles of officers authorized to execute contracts:

SHARRON M. HART PRESIDENT  
ANDREW C. HART VICE-PRESIDENT  
\_\_\_\_\_  
\_\_\_\_\_

**Foreign Corporation**

If applicant is a **foreign corporation**, complete this section.

When incorporated \_\_\_\_\_

State of incorporation \_\_\_\_\_  
\_\_\_\_\_

**Is applicant authorized to transact business in Oregon?**  Yes  No

Oregon registration no. \_\_\_\_\_  
President \_\_\_\_\_  
1<sup>st</sup> Vice President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

Printed names and titles of officers authorized to execute contracts:  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Entity**

**If applicant is a limited liability entity, select one and complete this section.**

**Limited Liability Company**

**Limited Liability Partnership**

**Limited Partnership**

When organized \_\_\_\_\_  
Registration no. \_\_\_\_\_  
Registered agent (R/A) \_\_\_\_\_  
R/A address \_\_\_\_\_

Printed names of members authorized to execute contracts:  
\_\_\_\_\_  
\_\_\_\_\_

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## 2. LICENSES AND REGISTRATIONS

Oregon Secretary of State Corporation  
Division – Active Business Registry No.  
[www.filinginoregon.com/bizreg/index.htm](http://www.filinginoregon.com/bizreg/index.htm)  
Phone: (503) 986-2200

664805-84

Oregon Construction Contractors Board No.  
[www.ccb.state.or.us](http://www.ccb.state.or.us)  
Phone: (503) 378-4621

132407

City of Sandy Business License  
If no City of Sandy Business License,  
Applicant agrees to obtain such a license upon contract  
award. WE WCI)

Yes  No

### Other Licenses

PLUMBING  
LIMITED ENERGY

License No. PB633

License No. CLE27

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## 3. INSURANCE

Provide certificates of insurance showing that applicant will be able to maintain insurance meeting the minimum project requirements as follows:

	Statutory Limits
a. Workers' Compensation.	
b. Employer's Liability.	
Each Accident:	\$1,000,000
Each Bodily Injury Disease:	\$1,000,000
Aggregate Bodily Injury Disease:	\$1,000,000
c. Commercial General Liability.	
Each Occurrence:	\$2,000,000
General Aggregate:	\$3,000,000
Product/Completed Operations:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Fire Damage Limit:	\$2,000,000
Medical Expense Limit:	\$2,000,000
d. Automobile Liability.	
Combined Single Limit:	\$2,000,000

- e. Pollution Liability.
  - Single Limit: \$1,000,000
  - Aggregate: \$1,000,000
- f. Commercial Umbrella/Excess Coverage.
  - Each Occurrence: \$1,000,000

Liability insurance policies will include the District and its officers, employees, agents, volunteers, partners, successors, and assigns as additional insureds. The policy endorsement must extend premise operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but will not use the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Minimum A.M. Best rating of A VII

#### 4. SURETY BONDS

Required minimum per project limit and remaining aggregate bonding capacity is \$ . Provide letter from applicant's surety, as listed below, indicating applicant's per project and aggregate bonding limits for like work, surety's record of successful continuous operations in Oregon for five years, and current A.M. Best rating of A VII or better.

Per project limit for public works payment and performance bonds: \$ 500,000.00

Aggregate limit for public works payment and performance bonds: \$ 1,000,000.00

Available limits for public works payment and performance bonds: \$ 500,000.00

State the name of the agent and name, address and telephone number of the surety company applicant expects to provide the bonds.

Agent's name: DAVE ROSS / PROPEL INSURANCE

Agent's address: 888 SW 5TH AVENUE SUITE 1170

Agent's telephone #: 503-467-7581

Surety name: OHIO CASUALTY INSURANCE COMPANY

Surety address: 1001 4TH AVE SUITE 1300 SEATTLE, WASHINGTON 98154

Surety telephone #: (206) 493-3788

## 5. EXPERIENCE

List all projects, commenced or completed within five years of the date of this application, in which the applicant performed or is performing as general contractor for new construction and major remodeling or renovation of HVAC and mechanical control systems, with initial contract values exceeding \$2,000,000.

Required minimum experience is the successful completion of at least 2 projects with initial contract values greater than \$2,000,000, and at least 2 public improvement projects in the five-year period.

PROJECT #1	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
	PORTLAND COMMUNITY COLLEGE/SE CAMPUS STUDENT COMMONS 2305 SE 82ND AVE - PORTLAND, OR 97216	\$2,176,510.00	1/2013	9/2013
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	
SRG PARTNERSHIP INC. 503-222-1917 PAE CONSULTING ENGINEERS, INC. 503-226-2921		INSTALL A COMPLETE HVAC NEW MECHANICAL SYSTEM	2305 SE 82ND AVE. PORTLAND, OR 97216	
PROJECT #2	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
	PORTLAND COMMUNITY COLLEGE/SE CAMPUS LEARNING COMMONS 2305 SE 82ND AVE. PORTLAND, OR 97216	\$1,461,324.00	1/2013	2/2014
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	
SRG PARTNERSHIP INC. 503-222-1917 PAE CONSULTING ENGINEERS, INC. 503-226-2921		INSTALL A COMPLETE NEW HVAC MECHANICAL + PLUMBING SYSTEM	2305 SE 82ND AVE. PORTLAND, OR 97216	
PROJECT #3	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	
PROJECT #4	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	

<b>PROJECT #5</b>	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	
<b>PROJECT #6</b>	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	
<b>PROJECT #7</b>	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	
<b>PROJECT #8</b>	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	
<b>PROJECT #9</b>	Name, Address, Contact Name & Phone No. of Owner	Contract Value (initial contract price)	Month/Year Commenced	Month/Year Completed
Architect/Engineer Name & Phone No. (if applicable)		Description of Project	Project Location	

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## 6. PERFORMANCE AND INTEGRITY

Applicant must answer each of the following questions. Any “yes” response may result in denial of prequalification. Any unanswered question will be deemed a “yes” response for purposes of this application. For each “yes” response, the applicant may submit an explanation detailing the circumstances and resolution of the matter which the District may, but is not obligated to, consider in evaluating this application. If no explanation is provided, the prequalification application will be denied.

- A. Has the applicant, or any principal, officer, director, or member of applicant been convicted, or received a citation, under any state or federal antitrust statutes?  
(Check one)  Yes  No **If yes, please attach an explanation.**
- B. Has the applicant, or any principal, officer, director, or member of applicant, been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract, or in the performance of such contract?  
(Check one)  Yes  No **If yes, please attach an explanation.**
- C. Has the applicant, or any principal, officer, director, or member of applicant, been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?  
(Check one)  Yes  No **If yes, please attach an explanation.**
- D. Has the business license, or construction contractor’s license of any applicant’s firm, or any firm with which any applicant principal, officer, director, or member was previously associated, been revoked within the last 5 years? (Check one)  Yes  No **If yes, please attach an explanation.**
- E. Within the last five years, has the applicant ever been denied prequalification, disqualified or had prequalification suspended or revoked by any state, local or federal agency in this or any other state?  
(Check one)  Yes  No **If yes, please attach an explanation.**
- F. Within the last five years, has the applicant, or any firm with which any officer or partner of the applicant was previously associated, been debarred from bidding on contracts by any state, local or federal agency in this or any other state under any state or federal law?  
(Check one)  Yes  No **If yes, please attach an explanation.**
- G. Within the last five years, has the applicant, or any firm with which any officer or partner of the applicant was previously associated, failed or refused to honor a bid for a state, local or federal public improvement contract; failed to complete work under a public improvement contract; had a state, local or federal public improvement contract terminated for cause or otherwise had its rights to proceed under such a contract terminated; or been otherwise declared in material breach or default of a state, local or federal public improvement contract by the contracting agency?  
(Check one)  Yes  No **If yes, please attach an explanation.**



H. Within the last three years has the applicant, or any officer, principal, agent or employee of applicant been found to have violated any state or federal prevailing wage statute or regulation (including the federal Davis-Bacon and related Acts and ORS 279C.800 et. seq.) in any Final Order issued by the Oregon Bureau of Labor and Industries or the United States Department of Labor, or by any court of competent jurisdiction?

(Check one)  Yes  No **If yes, please attach an explanation.**

I. Within the last three years has the applicant, or any officer, principal, agent or employee of applicant been found to have violated any state or federal statute or regulation, including but not limited to Environmental Protection Agency, Department of Environmental Quality, US Fish and Wildlife Service, Department of Fish and Wildlife, US Army Corps of Engineers, Division of State Lands, Department of Agriculture or Department of Interior, or any permit issued by one of these agencies, in any agency Final Order or by any court of competent jurisdiction?

(Check one)  Yes  No **If yes, please attach an explanation.**

**AFFIDAVIT**

STATE OF Oregon  
County of Clackamas

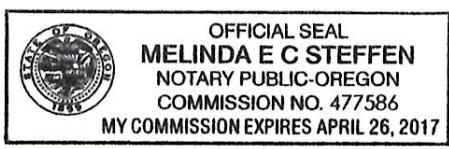
ss.

I, ANDREW C. HART being duly sworn, certify that I am VICE-PRESIDENT  
(Title)

of the applicant herein and that the foregoing statements and answers in all sections of this application are correct and true as of the date of this affidavit, and that any additional information submitted to process this application will be correct and true; that should there be a material reduction in my ability to carry out the project for which I intend to submit a bid, I will give written notice of such change or changes to the public office to whom this statement is submitted at least 10 days prior to the bid opening; and that it is understood that such notice may change my eligibility to submit the bid.

*Andrew C. Hart* (VICE-PRESIDENT)  
(Original Signature of Individual Authorized to Execute Bids and Contracts)

Subscribed and sworn to before me on this 31 day of May, 2016.



*Melinda E C Steffen*  
Original Notary Public Signature  
My Commission expires: 4-26-2017

Uniform Scoring System for the Reynolds School District  
Contractor Pre-Qualification program  
(Short Form Questionnaire)

Points are assigned to the proposer's response to Part 6. Performance and Integrity as follows:

- A. Five points for answering "No" 5 points.
- B. Five points for answering "No" 5 points.
- C. Five points for answering "No" 5 points.
- D. Five points for answering "No" 5 points.
- E. Five points for answering "No" 5 points.
- F. Five points for answering "No" 5 points.
- G. Five points for answering "No" 5 points.
- H. Five points for answering "No" 5 points.
- I. Five points for answering "No" 5 points.

Total Points 45 points

Bidder's Name ANDREW HART

The information requested in the remainder of the contractor Qualification Questionnaire is for the District consideration in determining a contractor's capacity to perform all the requirements of the Reynolds HB Lee Middle School HVAC Upgrade Project. The District's assessment of the bidder's responses to the information not subject to scoring will be based upon the bidder's prior experience job performance, workforce capacity and bond capacity.



May 26, 2016

Reynolds School District No. 7  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024

Re: A-Absolute Comfort Heating & Cooling Inc.

To Whom It May Concern:

It is the privilege of Propel Insurance and The Ohio Casualty Insurance Company to provide surety bonds on behalf of A-Absolute Comfort Heating & Cooling Inc. In our opinion, A-Absolute Comfort Heating & Cooling Inc. is properly financed, well equipped, and capably managed.

At the present time, The Ohio Casualty Insurance Company provides a \$500,000.00 single project / \$1,000,000.00 aggregate surety program to A-Absolute Comfort Heating & Cooling Inc. As always, The Ohio Casualty Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to Reynolds School District No. 7 or its affiliates if for any reason we do not execute said bonds.

The Ohio Casualty Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A, XV by A.M. Best Company.

Sincerely,  
Propel Insurance

A handwritten signature in black ink that reads "Christopher Kinyon". The signature is written in a cursive, flowing style.

Christopher Kinyon  
Account Manager



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Carrier No: 20001 Endorsement No: WC000313  
Policy No: 909933 Agency:  
A-ABSOLUTE COMFORT HEATING & COOLING INC DAVE ROSS  
15886 PARK PLACE CT PROPEL INSURANCE  
OREGON CITY, OR 97045-1144 888 SW 5TH AVE STE 1170  
PORTLAND, OR 97204

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

Schedule

Description: All Operations  
Contractor Name: Persons and/or organizations who, with the insured-employer, are parties to a construction agreement as defined in ORS 30.140

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

Effective Date: 10-01-2015

This endorsement is part of your policy. This endorsement amends and controls anything to the contrary. It is otherwise subject to all other terms of your policy.

Countersigned 10-15-2015 at Salem, Oregon

430b

  
Kerry Barnett, President  
and Chief Executive Officer

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

## **ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: <b>04-20-2016</b>	Policy Number: <b>EBA 024 52 35</b>
Named Insured: <b>A-ABSOLUTE COMFORT HEATING &amp; COOLING INC</b>	
Countersigned by:	

(Authorized Representative)

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

**SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

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

## **BLANKET WAIVER OF SUBROGATION - AUTO**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: <b>04-20-2016</b>	Policy Number: <b>EBA 024 52 35</b>
Named Insured: <b>A-ABSOLUTE COMFORT HEATING &amp; COOLING INC</b>	
Countersigned by:	

(Authorized Representative)

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

#### **1. Blanket Waiver of Subrogation**

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

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OREGON CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure to Disclose Hazards .....	8
3. Damage to Premises Rented to You .....	8
4. Supplementary Payments .....	9
5. Medical Payments.....	10
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	10
7. 180 Day Coverage for Newly Formed or Acquired Organizations .....	10
8. Waiver of Subrogation .....	10
9. Automatic Additional Insured - Specified Relationships: .....	11
x Managers or Lessors of Premises;	
x Lessor of Leased Equipment;	
x Vendors;	
x State or Political Subdivisions - Permits Relating to Premises;	
x State or Political Subdivisions - Permits; and	
x Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property.....	16
11. Property Damage to Borrowed Equipment .....	16
12. Employees as Insureds - Specified Health Care Services: .....	16
x Nurses;	
x Emergency Medical Technicians; and	
x Paramedics	
13. Broadened Notice of Occurrence.....	16

#### B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

##### 1. Employee Benefit Liability Coverage

Each Employee Limit:     \$ 1,000,000  
Aggregate Limit:         \$ 3,000,000  
Deductible:               \$ 1,000

##### 3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ \_\_\_\_\_

##### 4. Supplementary Payments

a. Bail bonds:             \$ 1,000  
b. Loss of earnings:     \$ 350

##### 5. Medical Payments

Medical Expense Limit: \$ 10,000

**6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)**

Limits of Insurance (Each Occurrence)

Coverage **a.** \$1,000

Coverage **b.** \$5,000 unless otherwise stated \$ \_\_\_\_\_

Deductibles (Each Occurrence)

Coverage **a.** \$250

Coverage **b.** \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE  (For Limits in Excess of \$5,000)	ADVANCE PREMIUM  (For Limits in Excess of \$5,000)
<b>b.</b> Care, Custody or Control			\$
<b>TOTAL ANNUAL PREMIUM</b>			\$

**11. Property Damage to Borrowed Equipment**

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

**C. Coverages:**

**1. Employee Benefit Liability Coverage**

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **SECTION III - 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 or settlements.

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

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have

knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

## (2) Exclusions

This insurance does not apply to:

### (a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

### (b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### (c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

### (d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

### (e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

### (f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### (g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

### (h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

### (i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

### (j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

(4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

### (3) Supplementary Payments

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** also apply to this Coverage.

#### b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

(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 direc-

tors 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) Each of your "employees" who is or was authorized to administer your "employee benefit program".

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

(c) 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 Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) 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) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

#### c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) **Deductible Amount**

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible

amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

(d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

#### d. **Additional Conditions**

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

(1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which

may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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

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

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

c. 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 or 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 which may be liable to the insured because of an act, error or omission to which this in-

surance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

## 5. Other Insurance

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

### a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

### b. Method of Sharing

If all of 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.

### c. No Coverage



This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Interpreting the "employee benefit programs";
  - c. Handling records in connection with the "employee benefit programs"; or
  - d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
  3. "Employee benefit programs" means a program

providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such dam-

ages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

- 8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

## 2. Unintentional Failure to Disclose Hazards

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations** is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

## 3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
  - a) Wear and tear;
  - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - c) Smog;
  - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
  - e) Settling, cracking, shrinking or expansion; or
  - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:

- a) Foundations, walls, floors or paved surfaces;
- b) Basements, whether paved or not; or
- c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

**c. Limit of Insurance**

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any

one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

**4. Supplementary Payments**

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement 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.

b. Paragraph 4. is replaced by the following:

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 the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

**5. Medical Payments**

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

**6. Voluntary Property Damage and Care, Custody or Control Liability Coverage**

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property,** Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. **Deductible Clause**

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the

deductible amount as has been paid by us.

7. **180 Day Coverage for Newly Formed or Acquired Organizations**

**SECTION II - WHO IS AN INSURED** is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance 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;

8. **Waiver of Subrogation**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. **Automatic Additional Insured - Specified Relationships**

a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
    - 1) Currently in effect or becomes effective during the policy period; and
    - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
  - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:
- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:
 

This insurance does not apply to:

    - 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
    - 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
  - (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance. Such person(s) or organization(s) are insureds, but only to the extent that the liability for "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence, acts or omissions in the maintenance, operation

or use of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, 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, subject to the following additional exclusions:
  - 1) The insurance afforded the vendor 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 re-labeled 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 negligence, acts or omissions of the vendor, its employees or anyone else acting on its behalf.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
  - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage
- Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - 2) The construction, erection, or removal of elevators; or
  - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, 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 political subdivision has issued a permit.
  - 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) For "your work" performed in Oregon, any person or

organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only to the extent that the liability is caused by "your work" performed for that additional insured and only to the extent that such liability is caused by your negligence or the negligence of those acting on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(g) For "your work" performed in the "coverage territory" but not in Oregon, any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

- (a) Subparagraphs (e), (f) and (g) do not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
- (b) Subparagraphs (a), (d), (e) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its "employees"; or
- (c) Subparagraph (f) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - 1) The rendering of, or failure to render, any professional services by you or on your behalf, but only with respect to either or both of the following operations:
    - a) Providing engineering, architectural or surveying services to others; and
    - b) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
  - 2) Subject to Paragraph 3) below, professional services include:
    - a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - b) Supervisory or inspection activities performed as part of any related ar-

chitectural or engineering activities.

- 3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- (d) Subparagraphs (f) and (g) do not apply to "bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraphs (f) and (g) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be

primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance;** or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

#### 11. **Conformance to Specific Written Contract or Agreement**

- a. With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- (1) Be provided by the Insurance Services Office additional insured form number **CG 32 61, CG 32 62 or CG 32 63;** or
- (2) Include coverage for completed operations; or
- (3) Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Para-



graphs **9.a.(3)(a)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached.

- b. With respect to additional insureds described in Paragraph **9.a.(2)(g)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or

agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.3.b.** and **9.b.** of this endorsement shall not apply and Paragraph **9.a.(3)(a)** of this endorsement shall apply.

#### 10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12.** "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

#### 11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

**(1)** The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

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

## (2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## 12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED,** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

## 13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is hereby deleted and replaced by the following:

- a. You 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.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".