



PINAL COUNTY
wide open opportunity

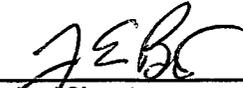
Offer and Acceptance

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.

	Vice President
Authorized Signature	Title
Troy E Barnett	11/17/2015
Printed Name	Date
Barnett's Towing LLC	520-458-4541
Company Name	Telephone
1498 E Fry Blvd	Sierra Vista, Arizona 85635
Address	City, State, Zip

For clarification of this offer, contact:

Name: Curtis Cousino Phone: 602-254-2042 Fax: 602-254-0856
 Email: curtis@barnettsaz.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:

This contract shall henceforth be referenced to as Contract No. 150720. 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 2nd day of March 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.

Barnett's Towing LLC

Firm

Authorized Signature

BARNETT'S TOWING LLC

1498 E Fry Blvd

Sierra Vista, Arizona 85635

520-458-4541

SOLICITATION NO: RFP-150720

PCSO TOWING SERVICES

SOLICITATION CONTACT PERSON

Curtis Cousino – 602-254-2042

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://pinalcountyz.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.

Barnett's Towing LLC

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 sign your Offer sheet? <i>See Page 39 & 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-150720
PCSO Towing Services
Response Form 1 -
Questions**

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

Responder Name: *Barnett's Towing LLC*

Responders shall complete the following Response Form, indicating their responses in the spaces provided. 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, 5 and 6 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..

Barnett's Towing LLC has been family owned and operated in Arizona since 1963. This year represents 52 years in business. Currently, the insurance companies have over 80 pieces of equipment insured for Barnett's Towing LLC. The vehicle storage for Barnett's covers over 20 acres of property in Arizona, these locations include, Sierra Vista, Willcox, Tucson, Phoenix, and our Eloy yard located at 506 S Sunshine Blvd, Eloy, AZ. Barnett's Towing has current employees that have been Wreckmaster Top 10 of the Year, National Driving Competition Runner-up, and TRAA Level 3 certified Tower. Just as Roger Barnett is the successor of his father, Troy Barnett will be the successor of his father. Troy grew up in the business and has been working for Barnett's full time since 1981 Troy Barnett follows the Vision and Dedication Roger Barnett understood over 50 years ago. Troy believes in training and providing the employees with the best tools possible to do the job. He believes that the Barnett companies are the leaders in their industries for years to come and it shows in the pride displayed in the personnel and equipment. Please check us out anytime at www.barnettstowing.com.

- 1.2 Responder shall list current contracts with other entities.

*DPS District 6, Pinal County Towing Services – Light, and Heavy Duty
Eloy PD – Light, Medium, and Heavy Duty*

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

DPS and Eloy PD on Rotation for Police Towing and Utilizes our Storage Lot for storage of Police impounds.

- 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 phone, fax, email and physical address of each reference.

*DPS District 8 – 6401 S Tucson Blvd, Tucson, AZ 85706 – Phone 520-746-4519, Fax 520-746-4511,
mmace@azdps.gov
Oro Valley – 11000 N La Canada Dr., Oro Valley, AZ 85737 – Phone 520-229-4900, Fax 520-229-4979,
ksjimms@orovalleyaz.gov
Golder Ranch – 3885 E Golder Ranch Dr., Tucson, AZ 85739 – Phone 520-825-9001, Fax 520-825-5982,
jhurguy@grfdaz.gov*

- 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.



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RFP-150720
PCSO Towing Services
Response Form 1 -
Questions

Pinal County
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- 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.

Barnett's Towing LLC offers a 24 hour communications/dispatch center with an emergency power back-up system which is staffed 365 days a year with local, trained dispatchers; this means the dispatch center runs 24 hours a day and is not forwarded to an answering service. This center is equipped with a two way base radio capable of communication with each driver. Our dispatch center utilizes a computer based dispatch system, TOPS, which tracks all aspects of a tow request from the initial call to the arrival at its destination through the completion of the call. This system allows the dispatcher to monitor drivers' status and response times in real time.

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

Our company recognizes the importance of maintaining accurate and timely records. Barnett's Towing LLC has an extensive record keeping system in order to facilitate the tracking of each and every vehicle towed in real time. We utilize a state of the art computer system, TOPS, which maintains a database of all relevant information pertaining to each vehicle. Our system is fully computerized, offers reporting functionality and storage of all desired information. All of our computer records are backed by a hardcopy file for added protection and all the information required by the RFP is kept in both systems to facilitate retrieval and to guard against loss of information.

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

Barnett's Towing knows response time is one of the most critical aspects of this agreement; we understand the impact response time has on productivity and public safety. Our standard operating procedures have been developed around the TIMS (Traffic Incident Management System) procedures and we will continue to improve upon them to ensure we arrive in less than the 30 minute response time allowed by this contract. With our experience and training, we have a clear understanding of the officers' needs and desire to service, response time and ability to handle every situation.

- *Our company runs a 24 hr. 7 day a week dispatch center, staffed with trained dispatchers. This eliminates delay associated with using an answering service after hours.*
- *Second, similar to the police department, our drivers work in shifts to make sure there are divers on duty and ready to respond at all times.*
- *Third, we utilize a computerized dispatch, TOPS and GPS, which tracks all aspects of a tow request and allows the dispatcher to better monitor drivers' status and response times.*

If for any reason we are unable to meet the response time requirement we will notify police dispatch immediately. We also understand if this happens and another service provider is called, we forfeit the right to remain the next available contract to on the PCSO tow rotation list.

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

Barnett's Towing LLC is very familiar with the internet, our day-to-day operation depends on the internet. We use the internet in various ways during the course of the day in our organization, due to having offices throughout Arizona. Examples; our dispatch system (TOPS), numerous reporting we do is through a secured internet-based portal. This would be equivalent to Google Documents (Google Docs). Barnett's Towing is confident we have the personnel in place to make a smooth transition into using Google Docs.



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**RFP-150720
PCSO Towing Services
Response Form 1 -
Questions**

Pinal County
Finance Department
31 N. Pinal St.
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3 Conformance to Terms and Conditions and Scope of Services

Response Form Responses

 Barnett's Towing LLC 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.

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: **N/A**

Responder's justification for the exception: **N/A**

Responder's suggested changes: **N/A**

 Barnett's Towing LLC 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.

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: **N/A**

Responder's justification for the exception: **N/A**

Responder's suggested changes: **N/A**

End of Response Form 1 for RFP-150720 PCSO Towing Services



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RFP-150720
PCSO Towing Services
Response Form 2 -
Tow Designation & Equipment List

Pinal County
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P.O. Box 1348
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 Capac ity	Vehicle Inspection Date & Owner
D2	Peterbilt	94	1XPFLB9X3RN352145	CF88123	40,000	H	50K	Barnett's Towing LLC 12/2007
D2	Kenworth	06	2NKMHZ6X76M157408	CH80456	25,500	L	10K	Barnett's Towing LLC 11/2007
D2	Peterbilt	07	1NPFLBTX57N671319	HVY926	70,000	H - ROTATOR	50K	Barnett's Towing LLC 8/2010
D2	Kenworth	01	1NKDXBTX21J964174	CF88122	70,000	H - ROTATOR	50K	Barnett's Towing LLC 11/2006

Barnett's Towing LLC

Firm/Individual

Authorized Signature and Date

 11-17-2015

END OF TOW EQUIPMENT LIST



P I N A L • C O U N T Y
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RFP-150720
PCSO Towing Services
Response Form 3 –
Storage Facility List

Pinal County
 Finance Department
 31 N. Pinal St.
 Bldg. A
 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.

Tow District Storage Lot is located in	Location (address and nearest cross streets)	Capacity (# of vehicles)	Lot Size (in feet width x length)	Zoning Code	Storage Lot Owner	Security (lighting, fencing, etc)
D2	506 S. Sunshine Blvd, Eloy, AZ 85131 Sunshine Blvd. and I-10	150	120'X297'	L-1	Marion Ray Bontrager	Lighting, chain- link with slats, Constantine wire on top of chain- link

END OF STORAGE FACILITY LIST



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RFP-150720
PCSO Towing Services
Response Form 4 –
Personnel List

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

PERSONNEL LIST

All tow truck personnel shall adhere to qualifications listed in the Statement of Work.

The responder shall provide the following information for all personnel who will be performing work under this contract. Use additional pages as necessary.

NAME	DATE OF BIRTH	DRIVERS LICENSE # AND CLASS	START DATE WITH COMPANY	YEARS EMPLOYED BY CONTRACTOR	EXPERIENCE IN INDUSTRY (YRS)
JODY COWSERT	6/14/1979	B13397346 CLASS – A	11/2014	1 YRS	11 YRS
KENNETH CROUCH	1/4/1979	B14858553 CLASS – A	10/2015	1 MO	15 YRS
TY WILDMAN	2/15/1973	D03874146 CLASS – A	11/2004	11 YRS	25 YRS
CURTIS COUSINO	9/5/1972	D02871274 CLASS – A	3/2014	1 YR	20 YRS
GARY COOLEY	3/28/1968	486880339 CLASS - A	4/2003	12 YRS	25 YRS
MICHAEL FEISTNER	12/21/1975	B12122458 CLASS – A	11/2011	4 YRS	15 YRS
MICHAEL INGRAHAM	1/1/1979	D00038005 CLASS - A	12/2009	6 YRS	7 YRS
NIC SUMPTER	6/1/1980	D04120946 Class - D	6/2010	5 YRS	8 YRS

END OF PERSONNEL LIST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2015

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).

PRODUCER AAA Arizona, Inc. 2375 E Camelback Rd Suite 500 Phoenix AZ 85016		CONTACT NAME: Amy Copeland PHONE (A/C, No. Ext): (602) 274-1116 FAX (A/C, No.): (602) 234-0429 E-MAIL ADDRESS: acopeland@arizona.aaa.com	
INSURED Barnett's Towing, L.L.C. 1498 E Fry Blvd Sierra Vista AZ 85635		INSURER(S) AFFORDING COVERAGE INSURER A: State National Insurance Comp INSURER B: Princeton Excess and Surplus INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 Auto, Pkg, GKLL, Umb 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			XNDP0133400	1/23/2015	1/23/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			XNDA0133400	1/23/2015	1/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> COMP \$1000	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> COLL \$3000						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			82A3FF0001450-00	1/23/2015	1/23/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Motor Truck Cargo			XNDP0133400	1/23/2015	1/23/2016	GKLL/OnHook \$450,000 Deductible \$1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of Arizona and the Arizona Department of Public Safety are included as additional insured's as required by statute, contract, purchase order, or otherwise requested on a primary, non-contributory basis.

Notice of Cancellation will be sent to the State within 30 days.
 No exclusion applies for "dropped car" or improper towing techniques.

CERTIFICATE HOLDER**CANCELLATION**

Pinal County Sheriff's Office 971 N Jason Lopez Circle Bldg C Florence, AZ 85232	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 Amy Copeland/CSRACO <i>Amy Copeland</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: <p style="text-align: center;">BLANKET AS REQUIRED BY WRITTEN CONTRACT</p>
Location And Description of Completed Operations:
Additional Premium: INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY COVERAGE EXTENSION ENDORSEMENT

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II - Who is An Insured**. Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V - Definitions**.

The following is a summary of the limits additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

SCHEDULE

Blanket Additional Insured When Required by Contract	Included
Broadened Definition of Mobile Equipment	Included
Damage to Premises Rented to You	Broadened Perils
Liberalization	Included
Medical Payments	Increased to \$10,000 per person (unless excluded)
Non-Owned Aircraft	If rented or loaned with a paid crew
Non-Owned Watercraft	Increased to 51 feet long
Notice of Occurrence	Included
Per Location and Per Project Aggregates	Included
Property Damage to "Customers' Goods"	Up to \$10,000 per "occurrence"
Property Damage to Borrowed Equipment	Up to \$10,000 per "occurrence"
Revised Exclusion for Expected or Intended Injury	Included
Supplementary Payments	
Bail Bonds	Up to \$2,500
Loss of Earnings	Up to \$300 a day
Unintentional Failure to Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery	Included

Changes to SECTION I - COVERAGE A - EXCLUSIONS

EXPECTED OR INTENDED INJURY

Exclusion 2. a. is deleted in its entirety and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

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

PROPERTY DAMAGE - BORROWED EQUIPMENT

A. **2. Exclusions, j. Damage to Property, (4) Personal Property** in the care, custody or control of the insured;

does not apply to "property damage" to borrowed equipment while that equipment:

1. is not being used to perform operations; and
2. is away from an insured's premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is \$10,000 per "occurrence".

PROPERTY DAMAGE - "CUSTOMERS' GOODS"

A. Paragraphs (3), (4) and (6) of Exclusion j. of SECTION I - COVERAGES, COVERAGE A does not apply to "property damage" to "customers' goods" while on your premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary excess, contingent or on any other basis.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to customers' goods is \$10,000 per "occurrence".

7. Subject to paragraph 5, the Medical Expense Limit is equal to the Medical Expense Limit stated in the Declarations, subject to a minimum of \$10,000 and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

PER LOCATION AND PER PROJECT AGGREGATES

SECTION III - LIMITS OF INSURANCE, is amended to add the following:

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a covered "location" or covered construction project:
1. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.
- C.** When coverage for liability arising out of the products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.
- D. Definition**

Changes to SECTION V - DEFINITIONS

12. **Mobile Equipment**, paragraph f. (1) is amended to add the following:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

The following definition is added:

23. **"Customers' goods"** means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers goods" does not include:
- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities; or
 - b. Animals; or
 - c. Contraband, or property in the course of illegal transportation or trade; or
 - d. Personal property while airborne or waterborne; or
 - e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance; or
 - f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than autos, you hold for sale; or
 - (2) Rowboats or canoes out of water at the described premises;
- g. The following property while outside of buildings:
- (1) Grain, hay straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).