



The Purchasing Memo

Date: July 11, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: P. Fred Heerbrandt, P.E., Engineer Supervisor *P. Fred Heerbrandt, P.E.*

Via: Michael Dozier, Wastewater Management Division Director *MD*

Via: Jesse Roach, Interim Public Utilities Director *JR*

Subject: On-Call SCADA and Controls Engineering Services

Vendor Name: Wunderlich-Malec Systems

Munis Vendor Number: 3757

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of a Professional Services Contract in the total amount of \$86,550.00 per year, including NMGRT, for On Call SCADA and Control Engineering Services for a term of four (4) years with Wunderlich-Malec Systems, for a total of \$346,200.00 over the contract term, including NMGRT.

1. Request for approval of a Budget Amendment Resolution (BAR) in the total amount of \$346,200.00 from the Wastewater Enterprise Fund/Fund 500 to fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250597

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater Reclamation Facility utilizes many various types of rotating equipment and other electrically driven process equipment that electronic control systems that need periodic repair, replacement, and programming. The facility also has a Supervisory Control and Data Acquisition (SCADA) system that is expanding to areas of the facility that were not previously connected. This contract will assist in expediting this work by having a contract in place to provide this critical installation and programming service. A total of two contracts will be awarded from this procurement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects - 5000375

Munis Object Name/Number: WIP Construction - 572970


Budget Officer / Designee: Andy Hopkins **Date:** 08/06/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25152 was opened on March 28, 2025 and closed on April 25, 2025. Two proposals were received, and two contracts will be awarded.

Chief Procurement Officer (CPO)/Designee:  **Date:** 08/06/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: 
Eric Candelaria (Aug 6, 2025 13:23:54 MDT) **Title:** Director, ITT **Date:** 08/06/2025

Comment/Exceptions: Completed e-review on 8/6/25

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Rate sheetBid

Certificate of Liability Insurance (COI)

Professional Services Contract

BAR

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Wunderlich-Malec Systems**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

- A. The contractor will provide professional Automation/Control Engineering, Supervisory Control and Data Acquisition (“SCADA”)/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department
 - 1.) The location of these services shall include, but is not limited to:
 - a. Santa Fe Wastewater Reclamation Facility (73 Paseo Real); and
 - b. Pump houses and lift stations associated with the Wastewater Reclamation Facility.
 - 2.) The Contractor shall provide, but not limited to, the following services as needed:
 - a. Emergency and Non-Emergency SCADA and Field Support Services:
 - i: Provide qualified and competent technical support within 2 hours for emergency and 12 hours for non-emergency
 - b. Automations and Controls Engineering Service:
 - i: Implement automation and controls engineering solutions to better optimize the efficiency of the water treatment facility automation and control,
 - ii: Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
 - c. System Software Updates:
 - i: Keep the city informed of all applicable software and firmware updates that would benefit or improve the SCADA system or other components, and install updates at the

direction of the manager of the City’s Wastewater division or the manager of the Public Utilities division.

- d. Software Programming:
 - i: Plan, test, develop and deploy any new software or programming modifications, improvements, or additions to improve process control as needed.
- e. Telemetry Radio Network:
 - i: Provide complete system support for existing radio telemetry, including troubleshooting, repair, and programming of system components.
- f. Computer Support:
 - i: Provide network and IT support solutions for SCADA computer and associated components.
 - ii: Keep the city informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining the highest level of security.
- g. Preventative Maintenance Plan:
 - i: Assist the city in the development of a 10-year preventative maintenance plan to upgrade and/or replace critical SCADA assets.
- h. Documentation:
 - i. Provide Documentation in AutoCAD and PDF format for any and all changes to automation and control process.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to SCADA and Controls Engineering for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts listed below:

For the services [or goods] described in the scope of work, the City agrees pay the Contractor	\$ 320,000.00
The services [or goods] in the contract include GRT. The GRT on this contract at 8.1875% equals	+ \$ 26,200.00
The total compensation for the contract including GRT is	= \$ 346,200.00

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work up to a maximum of eighty-six thousand five hundred and fifty dollars (\$86,550.00) in each fiscal year, including NMGRT. The

NMGRT levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

- C. **The total compensation under this Agreement shall not exceed \$346,200.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**
- D. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than forty-five (45) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

- A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- B. Notice; City Opportunity to Cure.
 - 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - 3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the

Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. Any license supplied as part of the services or a project that relates to intellectual property of others, including software or firmware, is only to the extent of Contractor's license (if applicable), and subject to any end user license agreements or other applicable conditions of the software or firmware vendor.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between

the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFP#25152 SCADA and Controls Engineering Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

If applicable to the services, Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds. Contractor may meet such limits with a combination of primary and following form excess/umbrella coverages.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Andrew Hardinge
73 Paseo Real
Santa Fe, NM, 87507
505-955-4619

To the Contractor:
Sebastian Rabo
8804 Washington St. NE, Suite B
Albuquerque, NM 87113
505-991-3017

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City’s Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, which if Contractor fails to commence and diligently continue to cure within three (3) business days written notice thereof, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct and documented damages, consequential damages, and special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

34. Notwithstanding any provision herein to the contrary, neither party shall be liable to the other or any third party for any incidental, indirect, or punitive damages arising out of or connected in any way to this Agreement or the work performed hereunder. Contractor's maximum aggregate liability for any and all claims and damages arising under this Agreement is limited to the lesser of (a) the insurance limits required in Section 22A or (b) three (3) times Contractor's fee on the applicable project.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Alan Webber, MAYOR

CONTRACTOR:

Sebastian Rabo
[Sebastian Rabo \(Jul 9, 2025 14:58 MDT\)](#)

Sebastian Rabo, Operations Manager
DATE: 07/09/2025
NMBTIN#: 02-174524-00-2

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

[Kevin L. Nault \(Jul 9, 2025 15:26 MDT\)](#)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Each offeror must provide a Fixed Overhead Rate that will be evaluated. Offerors must also fill out the Cost sheet that is attached. The Fixed Overhead Rate and the cost sheets sections will be used in the final contract for each offeror.

Fixed Overhead Rate Percentage: _____ See Attached Rate Sheet _____

The prices quoted herein will be used in calculating the total compensation on the contract and represent the total amount to be paid by the City of Santa Fe for goods and services provided. The Offeror is responsible for all associated costs, including but not limited to overhead, labor, equipment, tools, materials, applicable taxes, permits, licenses, fees, lodging, and any other necessary expenses. All quoted prices must be inclusive of these costs, and no additional reimbursement will be provided beyond the agreed contract amount.

Cost Sheet:

Offeror Instructions:

Do not add or delete items. Quantities provided are estimates only, and do not establish a definite quantity contract. Do not change the quantity.

Provide comments on any variations from the Article and Description or the Unit of Measure. Also, provide comments to explain or clarify an item, or provide information as specifically stated in the RFP documents. Any comments that do not conform to the requirements of the RFP or on this form will be disregarded and will not be included in the resulting award.

See the next page for the Cost Sheet.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under \$60,000.00		
1	1	Hourly	Supervising Technician – Regular Hourly Rate	\$ 200	
2	1	Hourly	Supervising Technician – Overtime Hourly Rate	\$ 200	
3	1	Hourly	Technician – Regular Hourly Rate	\$ 175	
4	1	Hourly	Technician – Overtime Hourly Rate	\$ 175	
5	1	Hourly	Laborer – Regular Hourly Rate	\$ N/A	
6	1	Hourly	Laborer – Overtime Hourly Rate	\$ N/A	
			Wage Rates for Projects Over \$60,000.00		
7	1	Hourly	Supervising Technician – Regular Hourly Rate	\$ 200	
8	1	Hourly	Supervising Technician – Overtime Hourly Rate	\$ 200	
9	1	Hourly	Technician – Regular Hourly Rate	\$ 175	
10	1	Hourly	Technician – Overtime Hourly Rate	\$ 175	
11	1	Hourly	Laborer – Regular Hourly Rate	\$ N/A	
12	1	Hourly	Laborer – Overtime Hourly Rate	\$ N/A	
			Wage Rates for Emergency Response		
13	1	Hourly	Supervising Technician– Regular Hourly Rate	\$ 200	
14	1	Hourly	Supervising Technician– Overtime Hourly Rate	\$ 200	
15	1	Hourly	Technician– Regular Hourly Rate	\$ 175	
16	1	Hourly	Technician – Overtime Hourly Rate	\$ 175	
17	1	Hourly	Laborer – Regular Hourly Rate	\$ N/A	
18	1	Hourly	Laborer – Overtime Hourly Rate	\$ N/A	
			Other Rates		
19	1	Daily	Sanitary/toilet facilities, rental rates	\$ N/A	
20	1	Rate/Mile	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	\$0.70 / mi	Current GSA mileage rate
21	1	Disc	Discount off parts	% 0	

ENGINEERING RATE SCHEDULE

<u>Classification</u>	<u>Rate</u>
P1 Principal	\$300.00
E12 Engineer 12	\$275.00
E11 Engineer 11	\$250.00
E10 Engineer 10	\$225.00
E9 Engineer 9	\$200.00
E8 Engineer 8	\$185.00
E7 Engineer 7	\$175.00
E6 Engineer 6	\$165.00
E5 Engineer 5	\$155.00
E4 Engineer 4	\$145.00
E3 Engineer 3	\$135.00
E2 Engineer 2	\$125.00
E1 Engineer 1	\$ 115.00
ET3 Engineering Tech 3	\$ 105.00
ET2 Engineering Tech 2	\$ 95.00
ET1 Engineering Tech 1	\$ 85.00
D5 Designer 5	\$125.00
D4 Designer 4	\$115.00
D3 Designer 3	\$ 105.00
D2 Designer 2	\$ 95.00
D1 Designer 1	\$ 85.00
A2 Administrative/Purchasing	\$ 85.00
A1 Administrative/Clerical	\$ 65.00

Effective: 3/1/25

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [HEERBRANDT, PAUL E.](#)
Cc: [CHAVEZ, JESSICA J.](#); [GUNTER, RAYMOND S.](#); [Purchasing DET](#)
Subject: RE: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD
Date: Monday, March 6, 2023 1:57:23 PM
Attachments: [image001.png](#)

Fred:

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service, Information Technology as listed below.** If the SOW should change, a new determination will be needed. Since the totality of this project will be more than \$60K, a Request for Proposals (RFP) will be the formal solicitation method to be used. Please keep this as part of the procurement file for future reference.

- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Thank you.

Regards,

Travis Dutton-Leyda – CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov
santafenm.gov



From: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>
Sent: Monday, March 6, 2023 8:20 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD

The four (4) year contract shall have a maximum total value of \$600,000.00, with \$150,000.00 allocated for each fiscal year, excluding NMGRT, beginning in FY 2023/2024. This contract will be

utilized by the Public Utilities Department, with the following breakdown:

Amount Per Location

- Santa Fe Wastewater Treatment Facility: \$80,000 Per Year
- Canyon Road Water Treatment Facility: \$35,000 Per Year
- Transmission and Distribution Main Office: \$35,000 Per Year

The Contractor shall perform the following work:

- A. The contractor will provide professional Automation/Control Engineering, SCADA/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department
 1. The location of these services shall include but is not limited to:
 - a. Santa Fe Wastewater Treatment Plant Facility and Remote Sites
 - b. Canyon Road Water Treatment Plant and Remote Sites
 - c. Transmission and Distribution Main Office and Remote Sites
 2. The Contractor shall provide but not limited to following services as needed:
 - a. Emergency and Non-Emergency SCADA and Field Support Services:
 - i: Provide qualified and competent technical support within 2 hours for Emergency and 12 hours for Non-Emergency
 - b. Automations and Controls Engineering Service:
 - i: Provide Automation and Controls Engineering solutions to better optimize the efficiency of the water treatment facility automation and control,
 - ii: Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
 - c. System Software Updates:
 - i: Keep the city informed of all applicable software and firmware updates that would benefit or improve the SCADA system or other components.
 - d. Software Programming:
 - i: Plan, test, develop and deploy any new software or programming modifications, improvements, or additions to improve process control as needed.
 - e. Telemetry Radio Network:
 - i: Provide complete system support for existing radio telemetry.
 - f. Computer Support:
 - i: Provide network and IT support solutions for SCADA computer and associated components.
 - ii: Keep the city informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining the highest level of security.
 - g. Preventative Maintenance Plan:
 - i: Assist the city in the development of a 10-year preventative

- maintenance plan to upgrade and/or replace critical SCADA assets.
- h. Documentation:
 - i: Provide Documentation in AutoCAD and PDF format for any and all changes to automation and control process.

Raymond 'Scott' Gunter, CPO

Procurement Manager

Finance Department

Central Purchasing Office

City of Santa Fe

c. 505-469-8949

RSGunter@santafenm.gov



Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Public Utilities/Wastewater				DATE 5/21/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
WIP Construction	5000375	572970		\$ 346,200	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 346,200	\$ -

FY26 To increase 572970 for the on call SCADA Eng Serv Vendor :WUNDERLICH

No PL# needed because on call

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
500	(346,200)
TOTAL:	(346,200)

Linda MacAllister <i>Prepared By {print name}</i>	5/21/2025 <i>Date</i>	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Andy Hopkins</i> Budget Officer	
		CITY COUNCIL APPROVAL		
Division Director Signature <i>{optional}</i>	Date	City Council Approval Date	Finance Director <i>{≤ \$5,000}</i>	Date
		Agenda Item #:	City Manager <i>{≤ \$60,000}</i>	Date
Department Director Signature	Date			

Request for Certificate of Insurance Form

Date: 7/10/2025

To: Kim Anderson
kim@horizonagency.com / Fax 952.944.3091

From: Linda Johnson
linda.johnson@wmeng.com / 952.843.5762

REQUESTING PROJECT MANAGER

Name: Sebastian Rabo

State: NM

Email Address:* sebastian.rabo@wmeng.com
*provide if you want Certificate sent to you

PROJECT INFORMATION

Project Number – REQUIRED: 8125516

Client Name and Address: City of Santa Fe
73 Paseo Real, Santa Fe, NM 87507

Project Name (optional): _____

INSURANCE REQUIREMENTS (check insurance requirements here)

- Issue Standard Certificate**
(General Liability, Auto Liability, Worker's Comp., and Umbrella)
- Issue Professional Liability Certificate**
(Note: We cannot name a third party as "Additional Insured" on the Professional Liability policy.)

Additional Insured?

- Yes
- No

If Yes, please send copy of "insurance requirements" section from contract if available.

Certificate will be forwarded via email to Linda Johnson and Project Manager.
Horizon Agency will mail original directly to client.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2025

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

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

PRODUCER Hub International Great Plains, LLC 6500 City West Parkway, Suite 100 Eden Prairie MN 55344	CONTACT NAME: Kim Anderson PHONE (A/C, No, Ext): 952-914-7145 E-MAIL ADDRESS: kim.anderson@hubinternational.com	FAX (A/C, No): 952-956-3357
	INSURER(S) AFFORDING COVERAGE	
INSURED Wunderlich-Malec Engineering Inc, Wunderlich-Malec Services, Inc., Wunderlich-Malec Systems, Inc. 6101 Blue Circle Drive Eden Prairie MN 55344	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Charter Oak Fire Insurance Company	25615
	INSURER C: The Travelers Indemnity Company of America	25666
	INSURER D: Travelers Property Casualty Company of America	25674
	INSURER E: Travelers Casualty & Surety Company of America	31194
	INSURER F: The Travelers Indemnity Company of Connecticut	25682

COVERAGES

CERTIFICATE NUMBER: 1083776007

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	P630-1N669205-TIA-25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA1N651564-25-43-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-1N707158-25-43	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B F D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB-1N673083-25-43-G CA UB-1N673083-24-43G NH-UB-1N673083-25-43-G	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E A D	Crime Inland Marine Automobile	N	Y	105877082 41MSRC0983 BA1N651564-24-43-G	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	Employee Dishonesty 1,000,000 Equipment 395,000 Hired/Physical Damage 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured, Blanket Primary & Non-Contributory, Blanket Waiver of Subrogation applies to the general liability, Automobile Liability and Umbrella. Auto: Comprehensive Ded \$1000 and Collision Ded \$1,000. General Liability - No Deductible; Excess/Umbrella Follow Form and is over the General, Automobile, and Employers Liability; Blanket Waiver of Subrogation applies to the Workers Compensation: Monopolistic Stop Gap included for OH, WA, WY, ND: All coverages are per the forms and endorsements on the policies listed above. Should any of the above described policies be cancelled before the expiration date 60 days notice will be sent in accordance with the policy provisions. 10 Days notice of cancellation due to non-payment of premium in accordance with the policy provisions
Project #8125516

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 73 Paseo Real
 Santa Fe NM 87507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: P-630-1N669205-TIA-25
EFFECTIVE DATE: 01-01-25
ISSUE DATE: 01-02-25

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 30 12 90	NON-STANDARD PAYMENT SCHEDULE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	GENERAL PURPOSE ENDORSEMENT

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX T0 02 12 95	DELUXE PROPERTY COV PART SUPPL DEC (NY)
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 01 07 94	MORTGAGEE HOLDER SCHEDULE
DX T0 04 09 17	DELUXE PROP SUPP DEC (VA)
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T8 01	GENERAL PURPOSE ENDORSEMENT
DX T8 02	GENERAL PURPOSE ENDORSEMENT
DX T4 61 11 12	BUSINESS INCOME-COINSURANCE
DX T3 01 11 12	CAUSES OF LOSS-EARTHQUAKE
DX T3 12 11 12	COINSURANCE-DIRECT DAMAGE
DX T3 19 11 12	CAUSES OF LOSS - EQUIPMENT BREAKDOWN
DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T3 85 11 12	UTILITY SERVICES-DIRECT DAMAGE
DX T3 86 11 12	UTILITY SERVICES-TIME ELEMENT
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX T5 21 01 23	DIGITAL ASSETS EXCLUSIONS
DX 00 06 11 94	NH - STANDARD FIRE POLICY PROVISIONS
DX 00 07 02 13	MAINE - STANDARD FIRE POLICY PROVISIONS
DX 00 09 05 13	TEXAS CHANGES
DX 01 04 03 22	NH CHANGES
DX 01 08 05 20	MN CHANGES
DX 01 18 06 23	NORTH CAROLINA CHANGES
DX 01 60 10 15	VIRGINIA CHANGES
DX 01 65 05 18	NY CHANGES
DX 01 67 11 12	MAINE CHANGES
DX 01 89 11 12	NEW MEXICO CHANGES
DX 01 94 01 20	GA CHANGES
DX 03 13 03 98	MA CHANGES
DX 03 16 11 12	NY CHANGES - FUNGUS, WET ROT, DRY ROT
IL F0 86 06 09	MAINE CHANGES-POST-JUDGMENT INTEREST
DX T3 98 01 23	ELECTRONIC VANDALISM LIMIT & OTHER CHANG

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EFFECTIVE DATE: 01-01-25

ISSUE DATE: 01-02-25

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 12	GENERAL PURPOSE ENDORSEMENT
CG T8 14	GENERAL PURPOSE ENDORSEMENT
CG T8 15	GENERAL PURPOSE ENDORSEMENT
CG T8 16	GENERAL PURPOSE ENDORSEMENT
CG T8 17	GENERAL PURPOSE ENDORSEMENT
CG T8 18	GENERAL PURPOSE ENDORSEMENT
CG T8 19	GENERAL PURPOSE ENDORSEMENT
CG D2 70 01 10	ADD'L INS ENGS, ARCHITECTS, SURVEYORS
CG D3 21 01 04	TOTAL GENERAL AGGREGATE LIMITED PROJECTS
CG D3 61 03 05	ADD'L INSURED-OWNERS, LESSEES, CONTRACTORS
CG D4 14 04 08	BLANKET ADDL INSD - WRITTEN CONTRACTS
CG D4 16 05 08	SCHEDULED ADDL INSURED-WRITTEN CONTRACT
CG D6 04 02 19	BLANKET ADDL INS - AUTOMATIC STATUS REQ
CG D6 60 10 12	AMEND CONT LIAB EXCL ASSUM BY NI & AI
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG 20 10 10 01	ADDL INSD-OWNER/LESSEE/CONTRACTOR B
CG 20 37 07 04	ADD INSURED-OWNRS, LESSEES, CONT COMPL OPS
CG 24 04 12 19	WVR OF TRANS OF RIGHTS OF RECOVERY
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D3 79 02 19	XTEND END FOR ARCHITECTS, ENG & SURVEY
CG D2 64 11 03	EXCL-TEST/CONSULTING ERRORS AND OMISSION
CG D2 72 11 03	EXCL-INSPECTION/APPRaisal/SURVEY COMPANI
CG D2 73 11 03	EXCL-ENGINEERS/ARCHITECTS PROF LIAB
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D4 18 11 09	EXCL - PROF SERV - ARCHITECT/ENG/SURVEY
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D9 44 01 23	EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG D0 76 06 93	EXCLUSION-LEAD
CG D0 93 08 96	EXCL-COMPUTER SOFTWARE ERRORS & OMISSION
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D2 40 09 15	EXCLUSION -SILICA OR SILICA-RELATED DUST
CG F1 19 06 24	IN CHANGES - DEFINITION OF POLLUTANTS
CG F2 50 06 24	MO CHANGES - DEFINITION OF POLLUTANTS
CG F2 58 01 08	WA CHANGES
CG F4 27 06 24	AR CHANGES - DEFINITION OF POLLUTANTS
CG F9 30 05 22	MN CHGS-CONTRACTUAL LIAB EXCL & SUPP PAY
CG G0 01 05 22	CONTRACT LIAB EXCL EXP DMGS INSD CONT-MN
CG 26 05 02 07	MINNESOTA CHANGES
CG 26 81 12 04	MINNESOTA CHANGES - DUTIES CONDITION

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM



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ISSUE DATE: 01-02-25

EMPLOYEE BENEFITS LIABILITY (CONTINUED)

CG D9 48 01 23 EXCL-VIOLATIONOFBIOMETRICINFOPRIVACYLAWS
CG T9 20 01 16 MINNESOTA CHANGES - EBL

INTERLINE ENDORSEMENTS

IL T0 63 07 22 ACTUAL CASH VALUE
IL T3 68 01 21 FED TERRORISM RISK INS ACT DISCLOSURE
IL T4 00 05 19 DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 05 05 19 DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21 CAP ON LOSSES FROM CERT ACTS OF TERRORIS
IL T4 27 06 19 ADDITIONAL BENEFITS
IL T4 40 10 20 PROTECTION OF PROPERTY
IL T9 99 09 07 SOUTH DAKOTA CHANGES - APPRAISAL
IL F0 59 06 24 IN CHANGES - DEFINITION OF POLLUTANTS
IL F0 60 06 24 AR CHANGES - DEFINITION OF POLLUTANTS
IL F0 61 06 24 MO CHANGES - DEFINITION OF POLLUTANTS
IL F1 00 02 20 CA CHANGES - REPLACEMENT COST
IL F1 41 09 19 ADDITIONAL BENEFITS- MARYLAND
IL F1 44 07 20 CA CHANGES
IL F1 52 10 22 ACTUAL CASH VALUE - MAINE
IL F1 53 12 22 ACTUAL CASH VALUE - NEW YORK
IL F1 54 12 22 ACTUAL CASH VALUE DEFINITION - GEORGIA
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 00 22 05 87 EFF TIME CHANGES-REPLACEMENT OF 12 NOON
IL 01 14 10 13 WYOMING CHANGES-DEFENSE COSTS
IL 01 23 11 13 WASHINGTON CHANGES - DEFENSE COSTS
IL 01 30 01 21 MA CHANGES - INTENTIONAL LOSS
IL 01 62 10 13 ILLINOIS CHANGES - DEFENSE COSTS
IL F0 02 03 99 NEW YORK CHANGES-FRAUD
IL F0 06 09 07 ME CHANGES-CONCEALMENT, MISREP OR FRAUD
IL F0 07 09 07 NH CHANGES-CONCEALMENT, MISREP OR FRAUD
IL F0 10 10 97 INDIANA CHANGES-POLLUTION
IL F0 32 02 20 CA CHANGES - ACTUAL CASH VALUE
IL F0 36 09 00 MISSOURI CHANGES-POLLUTION
IL T3 05 07 15 INSURER AMENDMENT ENDORSEMENT
IL T9 14 02 17 ILLINOIS CHANGES
IL T9 33 09 08 MN CHANGES-CANCELLATION & NONRENEWAL
IL T9 37 10 17 ARKANSAS CHANGES
IL T9 57 12 17 OR CHANGES
IL T9 58 11 17 IN CHGES - CONCEALMENT, MISREP OR FRAUD
IL T9 69 09 07 CO CHANGES CONCEAL MISREP OR FRAUD
IL T9 76 09 07 PENNSYLVANIA CHANGES
IL T9 77 07 94 PENNSYLVANIA NOTICE
IL T9 80 10 94 WA CHANGES-ACTUAL CASH VALUE
IL T9 82 02 23 WA CHANGES - EXCLUDED CAUSES OF LOSS
IL T9 84 10 94 FLORIDA CHANGES-LEGAL ACTION AGAINST US
IL T9 85 09 07 NM CHANGES-PROPERTY CLAIMS SETTLEMENT
IL T9 93 10 94 INS INSPECTION SERVICES EXEMPT FROM LIAB

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ISSUE DATE: 01-02-25

POLICYHOLDER NOTICES

PN T1 89 02 23	JURISDICTIONAL INSP & CONTACT INFO REQ
PN T2 27 06 19	LOSS CONTROL SERVICES (TEXAS)
PN T5 74 09 22	NOTICE NY HAZARDOUS MATERIAL REPORT
PN T1 01 10 19	IMPORTANT NOTICE - VIRGINIA
PN T1 94 12 21	IMPORTANT NOTICE - LEAD EXCLUSION
PN T4 71 04 20	IMPORTANT NOT-POLICYHOLDER INFO-ARKANSAS
PN T6 14 11 09	IMP NOTICE TO IOWA POLICYHOLDERS-ACV
PN T9 13 01 13	IMP NOTICE TO VA POLICYHOLDERS - EQ
PN U3 53 06 19	IMPT NOTICE - FLOOD - TX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TOTAL GENERAL AGGREGATE LIMIT DESIGNATED PROJECT(S) – GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: \$ 10,000,000

Designated Project(s):

"EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS."

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

- | | |
|---|--|
| <p>A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:</p> <ol style="list-style-type: none"> 1. Medical Expenses under COVERAGE C (SECTION I); 2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and 3. Damages under COVERAGE B (SECTION I) regardless of the number of: | <ol style="list-style-type: none"> a. Insureds; b. Claims made or "suits" brought; c. Persons or organizations making claims or bringing "suits"; or d. Designated "projects" listed in the SCHEDULE above. <p>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 can be</p> |
|---|--|

COMMERCIAL GENERAL LIABILITY

attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated 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 both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.
- C. 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 operations at a single designated "project" shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical

expenses shall reduce the amount available under the Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

As respects this Provision C., the limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.

- D. Part 2. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
- b. Damages from "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 operations at a single designated "project" shown in the SCHEDULE above.

- E. 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 Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.

- F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

- G. The provisions of LIMITS OF INSURANCE (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

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

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

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

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. 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 Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.



Report Claims Immediately by Calling*

1-800-238-6225

*Speak directly with a claim professional
24 hours a day, 365 days a year*

*Unless Your Policy Requires Written Notice or Reporting

**EXCESS FOLLOW-FORM
AND UMBRELLA LIABILITY
INSURANCE POLICY**

A Custom Insurance Policy Prepared for:

WUNDERLICH-MALEC ENGINEERING,
6101 BLUE CIRCLE DRIVE
EDEN PRAIRIE MN 55343

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY**

POLICY NO.: CUP-1N70715B-25-43
ISSUE DATE: 01/02/2025

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

- 1. **NAMED INSURED AND MAILING ADDRESS:** WUNDERLICH-MALEC ENGINEERING, INC.
6101 BLUE CIRCLE DRIVE
EDEN PRAIRIE MN 55343
- 2. **POLICY PERIOD:** From 01/01/2025 to 01/01/2026 12:01 A.M. Standard Time at your mailing address.
- 3. **LIMITS OF INSURANCE:**

COVERAGES	LIMITS OF LIABILITY	
AGGREGATE LIMITS OF LIABILITY	\$20,000,000	General Aggregate
	\$20,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$20,000,000	Occurrence Limit
CRISIS MANAGEMENT SERVICE EXPENSES	\$50,000	all Crisis Management Events
4. SELF-INSURED RETENTION:	\$10,000	any one occurrence or event
5. PREMIUM: \$ 180,600	X Flat Charge	Adjustable (See Premium Schedule)

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

HUB INTL GREAT PLAINS - F7394
6500 CITY WEST PKWY STE 100
EDEN PRAIRIE MN 553447704

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

OFFICE: MINNEAPOLIS MN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Employers Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury By Accident Each Accident	\$1,000,000*
Policy Number UB-001N673083-25	Bodily Injury By Disease Policy Limit	\$1,000,000*
Policy Period		
From: 01/01/2025	Bodily Injury By Disease Each Employee	\$1,000,000*
to: 01/01/2026		
*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES		
Employee Benefits Liability	Limits Of Liability	
Carrier THE TRAVELERS INDEMNITY COMPANY OF AMERICA	Each Employee	\$1,000,000
	Aggregate	\$2,000,000
Policy Number 630-1N669205-25		
Policy Period		
From: 01/01/2025		
to: 01/01/2026		
Commercial General Liability	Limits Of Liability	
Carrier THE TRAVELERS INDEMNITY COMPANY OF AMERICA	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$2,000,000
Policy Number 630-1N669205-25		
Policy Period		
From: 01/01/2025	Personal and Advertising Injury	\$1,000,000
to: 01/01/2026	Each Occurrence	\$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Automobile Liability	Limits Of Liability	
Carrier THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	Bodily Injury And Property Damage Combined Single Limit	\$1,000,000

Policy Number BA-001N651564-25

Policy Period

From: 01/01/2025
to: 01/01/2026

Foreign General Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$2,000,000

Policy Number ZGC-41M75516-23

Policy Period

From: 01/01/2025
to: 01/01/2026

Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Foreign Employers Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury By Accident Each Accident	\$1,000,000

Policy Number ZGC-41M75516-23

Policy Period

From: 01/01/2025
to: 01/01/2026

Bodily Injury By Disease Policy Limit	\$1,000,000
Bodily Injury By Disease Each Employee	\$1,000,000

POLICY NUMBER: CUP-1N707158-25-43

UMBRELLA
ISSUE DATE: 01/02/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Foreign Automobile Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury And Property Damage Combined Single Limit	\$1,000,000
Policy Number ZGC-41M75516-23		
Policy Period		
From: 01/01/2025		
to: 01/01/2026		

Limits Of Liability

Carrier

Policy Number

Policy Period

From:

to:

Limits Of Liability

Carrier

Policy Number

Policy Period

From:

to:

POLICY NUMBER: CUP-1N707158-25-43

EFFECTIVE DATE: 01/01/2025

ISSUE DATE: 01/02/2025

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL TB 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS

UMBRELLA / EXCESS

EU 00 02 09 20 POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY
EU 00 03 08 18 SCHEDULE OF UNDERLYING INSURANCE
EU 00 01 07 16 EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EU 02 34 07 16 AMENDMENT OF COVERAGE - DEFINITIONS
EU 03 35 08 18 FUNGI OR BACTERIA EXCLUSION - COVERAGE B
EU 03 46 08 18 NON CUMULATION OF OCCURRENCE LIMIT
EU 01 44 07 16 COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED
ORGANIZATIONS
EU 00 07 07 16 CAP LOSSES - CERT ACTS TERRORISM AND EXCL
EU 01 18 07 16 AIRCRAFT PRODUCTS AND GROUNDING EXCLUSION - COVERAGE B
EU 01 30 08 18 ARCHITECT, ENGINEER OR SURVEYOR PROFESSIONAL SERVICES
EXCLUSION - COVERAGE B
EU 01 40 07 16 CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS EXCLUSION
- COVERAGES A AND B
EU 01 57 07 16 DESIGNATED PROFESSIONAL SERVICES EXCLUSION - COVERAGE
B
EU 03 26 08 18 COMPTR SOFTWARE E AND O, EDP EXCL - COV B
EU 03 31 08 18 DISCRIMINATION EXCLUSION - COVERAGE B
EU 03 44 08 18 LEAD EXCLUSION - COVERAGE B
EU 03 63 08 18 SILICA OR SILICA-RELATED DUST EXCLUSION - COVERAGE B
EU 03 68 08 18 TESTING AND CONSULTING ERRORS AND OMISSIONS EXCLUSION
- COVERAGE B
EU 04 21 09 21 INTELLECTUAL PROPERTY EXCLUSION - COVERAGE B
EU 04 44 01 23 VIOLATION OF BIOMETRIC INFORMATION PRIVACY LAWS
EXCLUSION - COVERAGE B
EU 00 50 07 16 MINNESOTA CHANGES
EU 00 79 06 24 INDIANA CHANGES - DEFINITION OF POLLUTANTS
EU 00 80 08 18 INDIANA CHANGES - WORKERS COMPENSATION EXCLUSION

INTERLINE ENDORSEMENTS

IL T3 68 01 21 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL 09 10 07 02 PENNSYLVANIA NOTICE

POLICY HOLDER NOTICES

PN T4 71 04 20 IMPORTANT NOTICE - POLICYHOLDER INFORMATION - ARKANSAS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of SECTION II – **COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-1N673083-25-43-G

NJ TAX IDENTIFICATION NO.: 411412464000

RENEWAL OF (UB-1N673083-24-43-G)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
A Stock Company

NCCI CO CODE: 13579

1.

INSURED:
WUNDERLICH-MALEC ENGINEERING,
INC.
6101 BLUE CIRCLE DR
EDEN PRAIRIE, MN 55343

PRODUCER:
HUB INTL GREAT PLAINS
6500 CITY WEST PKWY STE 100
EDEN PRAIRIE, MN 553447704

Insured is CORP & LLC

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-01-25 to 01-01-26 12:01 A.M. at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

AL AZ CA CO CT FL GA IA ID IL IN KS KY LA MA MD ME MN MO MS MT NC
NH NJ NM NV NY OR PA SD TN TX VA VT WI

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 1,000,000 Each Accident
Bodily Injury by Disease: \$ 1,000,000 Policy Limit
Bodily Injury by Disease: \$ 1,000,000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AR DC DE HI MI NE OK RI SC UT WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY

DATE OF ISSUE: 12-31-24 LL
OFFICE: MINNEAPOLIS MN 116
PRODUCER: HUB INTL GREAT PLAINS F7394



ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-1N673083-25-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-1N673083-25-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

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

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

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

POLICY NUMBER: UB-1N673083-25-43-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

1. Specific Waiver

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: \$ SEE SCHEDULE

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

POLICY NUMBER: UB-1N673083-25-43-G

**KANSAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Kansas is shown in Item 3.A. of the Information Page.

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

1. Such written contract is not a construction contract subject to the Kansas Fairness in Private Construction Contract Act (Kan. Stat. Sections 16-1801 through 16-1807) or the Kansas Fairness in Public Construction Contract Act (Kan. Stat. Sections 16-1901 through 16-1908), or any amendments to those laws; or
2. This policy is part of a consolidated or wrap-up insurance program.

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE 12-31-24 ST ASSIGN

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