



City Of Venice Public Safety Facility

City of Venice, Florida – RFQ #3079-18
Construction Manager At Risk Services
For City Of Venice Public Safety Facility

Date Due: March 2, 2018

Time Due: 2:00 P.M.



Presented To:

City of Venice Florida
City of Venice Purchasing
Department, Room 204
City Hall, 401 West Venice Avenue
Venice, Florida 34285





10145 NW 19th St, Doral, FL 33172

RFQ # 3079-18

**Request For Qualifications -
Construction Management at Risk
Services For City of Venice Public
Safety Facility**

1

Cover Letter

1.1 Cover Letter and Table of Contents



Cover Letter



Anthony J. Burke, President
Burke Construction Group
10145 NW 19th Street
Doral, FL 33172

February 28, 2018

Attn: Peter Boers
Procurement Manager
City of Venice Purchasing Department
Room #204, City Hall
401 West Venice Avenue
Venice, Florida 34285

Mr. Boers,

Please find enclosed our response to the City of Venice Purchasing Department (RFQ) No. 3079-18 for providing pre-construction and construction phase services for the development of the City of Venice Public Safety Project. Our company, Burke Construction Group, will serve as the General Contractor / Construction Manager at Risk for this solicitation. As President of Burke Construction Group, I serve as the Primary Contact for Burke Construction Group, Inc. Please direct all correspondence to me at:

Anthony J. Burke
President, Burke Construction Group
10145 NW 19th Street
Doral, FL 33172
Tel: (305) 468-6604
Email: tburke@bcgconstruction.net

Thank you.

Sincerely,

Anthony J. Burke
President, Burke Construction Group

Table of Contents

1	One-page Letter of Interest 1.1 Cover Letter
2	Project Team 2.1 Project Team's Qualifications and Key Personnel Experience
3	Project Team Experience and References 3.1 Project Team Experience and References
4	Ability To Perform The Services Expeditiously At The Request Of The City. Location And Availability Of Technical Support People And Assigned Project Manager To The City
5	Additional Considerations 5.1 Proposer 5.2 Relevant Experience
6	Required Forms, Certificate of Insurance, Certifications 6.1 Required Forms 6.2 Certificate of Insurance 6.3 Certifications

2

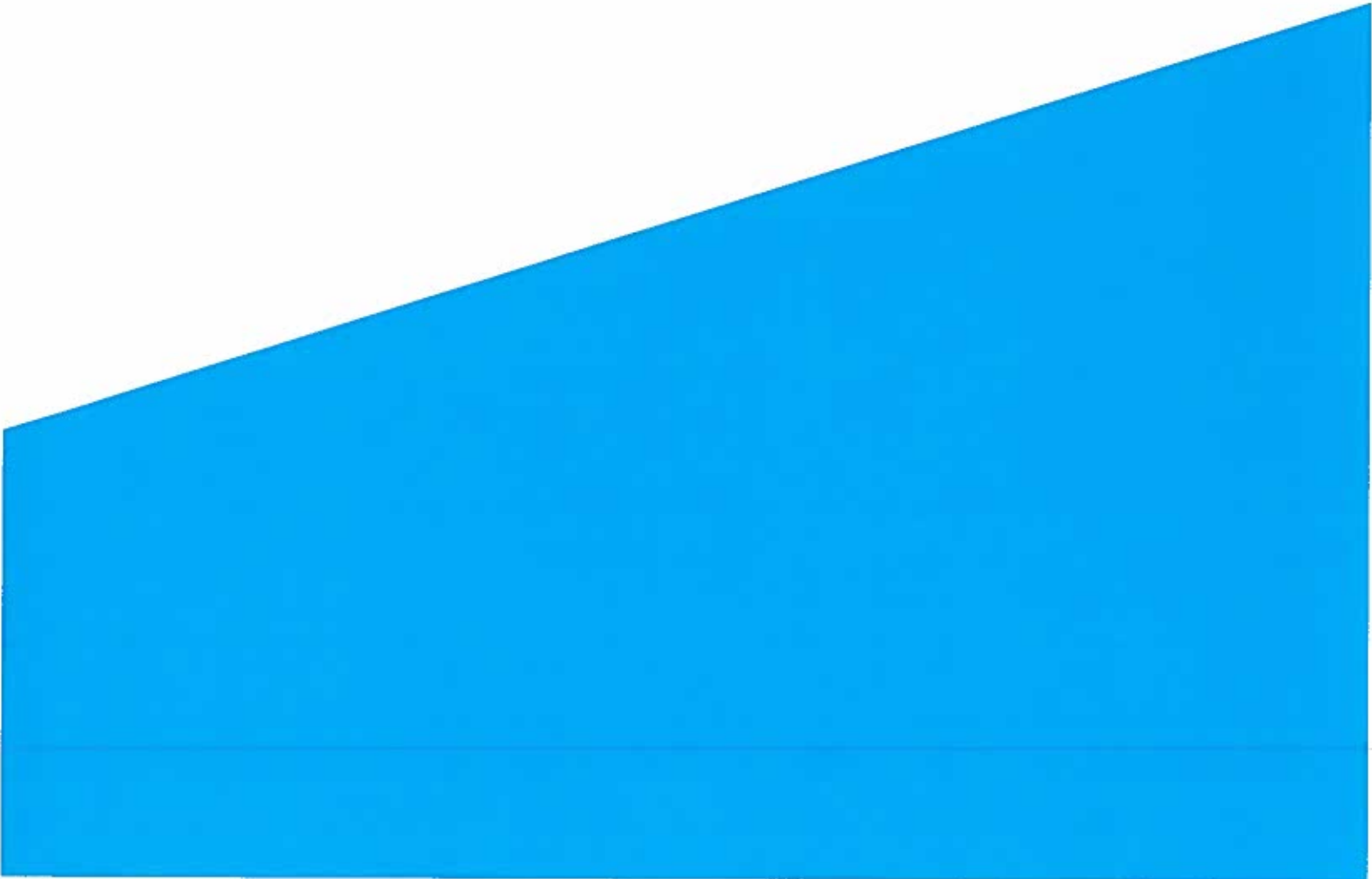
Project Team

2.1 Organizational Chart

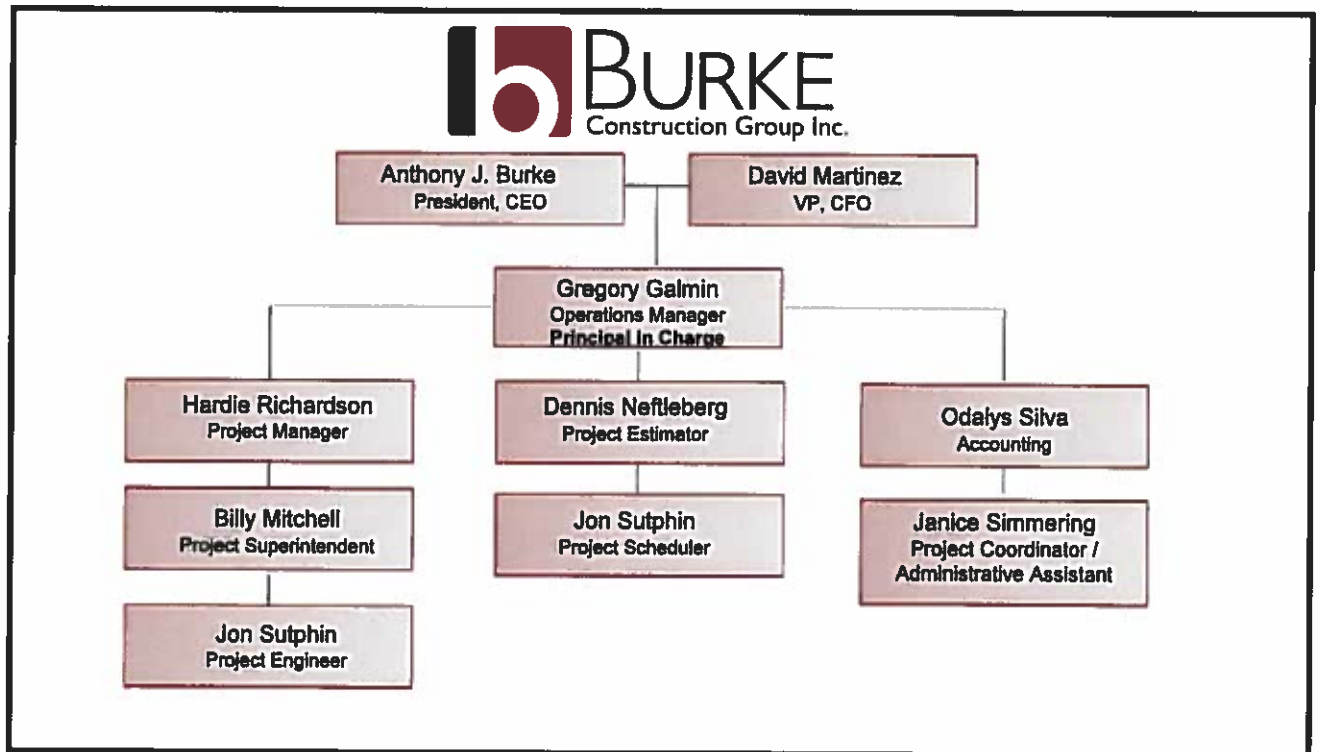
2.2 Key Personnel

2.3 Qualifications

2.4 Evidence of Prior Working Experience



Organization Chart



Anthony J. Burke

President/CEO, Burke Construction Group



Education
Indiana State University
B.S., Construction Management

Certifications
Certified State of Florida General
Contractor

OSHA Certified

Appointed Member, State of
Florida's Construction Industry
Licensing Board

Mr. Burke is one of the original founding partners of Burke Construction Group. He has served as the CEO since 1997. Mr. Burke's primary focus is on developing and maintaining client relations. He works closely on the preconstruction services, preparation of project estimates and oversees contract negotiations.

Mr. Burke started his career in the construction industry as a field engineer over thirty years ago. Prior to founding Burke Construction, Mr. Burke was the founder of The Tower Group which he owned and managed for twelve years prior to selling the firm to an international company. Under Burke's leadership Tower grew to over 250 employees and 185 million in annual revenues. Prior to founding the Tower Group, Burke worked for ten years with a prominent local Florida developer serving as President of their Construction Division where he designed and constructed more than 4.2 million square feet of commercial space.

SELECT PROJECT EXPERIENCE

Miami Beach Regional Library, Miami Beach, FL
Midtown Miami North, Miami, FL
Midtown Miami South, Miami, FL
City Palms, West Palm Beach, FL
Pinnacle Park, Miami, FL
Pinnacle Place, Miami, FL
Emerald Office Building, Be'er Sheva, Israel
Jungle Island, Miami FL
Maelee Building: 5th and Lenox, Miami, FL
North Regional Operations Center, West Palm Beach, FL
Key West City Hall, Key West, FL
Freeman Justice Center, Key West, FL
The Palace at Weston, Weston, FL
Green Cove Springs City Hall, Green Cove Springs, FL
Central Regional Operations Center, West Palm Beach, FL
Hickory Creek Elementary School, St. Johns County, FL
Hallandale, Elementary School, Hallandale, FL
Matanzas High School, Flagler County, FL
Ward's Creek Elementary School, St. Johns County, FL
9th Grade Center at Bartram Trail High School, St. Johns County, FL Yulee
High School, Nassau County, FL
Stock Island Fire Station, Monroe County, FL
Destin Commons, Destin, FL
Millenium Plaza, Parkland, FL
Shoppes at Heron Lakes, Coral Springs, FL



Miami Beach Regional Library



Freeman Justice Center

David Martinez, C.P.A.

Partner/Chief Financial Officer, Burke Construction Group



David W. Martinez began his career twenty-eight years ago as a staff accountant and local municipality's auditor. In 1987, Mr. Martinez joined the CPA firm of Muskat, Simon & Kolber, one of South Florida's top 50 accounting firms. There, he worked his way up from staff accountant to senior staff manager and in 1992 he opened his own CPA firm. His experience includes tax, financial, audit and consulting services, with a heavy concentration in the construction industry.

In September 2000, Mr. Martinez became Chief Financial Officer and Partner of The Tower Group, Inc. He was responsible for overseeing the accounting staff, securing adequate bonding, insurance, and credit, as well as, controlling the overall financial stability of the corporation. He works closely on the preparation of all financial reports, project budgets, managing of assets and the implementation of the internal control systems. In 2007, Mr. Martinez, along with Anthony Burke, launched Burke Construction Group, Inc. Together these two have completed over \$1.7 billion of construction projects throughout the state of Florida in just the last 17 years.

Education

Florida International University
Bachelor of Accounting

University of Central Florida
Associates

Certifications
Certified Public Accountant

State of Florida Member of the Florida
Institute of Certified Public
Accountants

Member of the American Institute of
Certified Public Accountants

Member of the Construction Financial
Management Association

SELECT PROJECT EXPERIENCE

Miami Beach Regional Library, Miami Beach, FL
Midtown Miami North, Miami, FL
Midtown Miami South, Miami, FL
City Palms, West Palm Beach, FL
Pinnacle Park, Miami, FL
Pinnacle Place, Miami, FL
Emerald Office Building, Be'er Sheva, Israel
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Yulee High School, Nassau County, FL
Stock Island Fire Station, Monroe County, FL
Destin Commons, Destin, FL
Millenium Plaza, Parkland, FL
Decor House, Coral Gables, FL



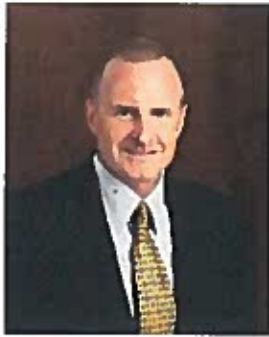
North Regional Operations Center



The Palace at Weston

Gregory F. Galmin

Executive Vice President, Burke Construction Group



Mr. Galmin is one of the original employees of The Tower Group, founded by Mr. Burke, serving as Executive Vice President. Mr. Galmin was responsible for corporate profit & loss for the entire business unit and successfully opened the West Florida Regional Office for The Tower Group in 2006. Mr. Galmin's primary focus as the Vice President of Operations for Burke Construction Group, Inc., Gregory is responsible for the daily management of all Burke Construction Group business activities and management systems. He is also one of three Project Executives on all Burke Construction Group jobs.

Mr. Galmin is skilled in developing/maintaining existing and new client relationships, risk management/safety, strategic planning & development for growth in new office regions, construction team development & leadership with focus on the successful completion of projects on time within budget with a satisfied client. Mr. Galmin started his career in the construction industry in 1982 working as a Plumber, HVAC installation Mechanic, Painter, Draftsman's and Estimator while attending college. After graduation Mr. Galmin worked for several contractors in the following construction industries: HVAC, Plumbing, Fire Protection, Water/Wastewater Treatment and Commercial/ Residential.

Certifications:

Certified Construction Manager,
Certified Plumbing Contractor,
Certified Mechanical Contractor,
Certified Underground Utility &
Excavation Contractor License,
Certified Pollutant Storage Systems
Contractor License, State of Florida
Contractor V Fire, State of Florida
Medical Gas Certification, State of
Georgia Underground-Utility
Contractor License, State of New
Jersey Plumbing, State of New
Jersey Underground Storage Tank
Contractor License
30 Hour OSHA Certification

Mr. Galmin is an accomplished, results-driven, proven leader with a positive attitude and an unparalleled work ethic. His expertise brings about the capability to manage challenging situations, demanding projects, and high performing teams.

SELECT PROJECT EXPERIENCE:

Freeman Justice Center, Key West, Florida

Little Venice Water Treatment, Marathon, Florida

Holiday Inn Hotel and Convention Center, Managua, Nicaragua

Paradise Island Phase 1, Hotel & Water Theme Park, Nassau, Bahamas

Clearwater Centre Tower, Clearwater, FL

Collier County Water Treatment Plant, Naples, FL

John E. Preston Water Treatment Plant, Hialeah, FL

Nevatim Air Force Base, Nevatim, Israel

Emerald Security Office Building, Televiv, Israel



Holiday Inn Hotel and Convention Center,
Managua, Nicaragua



Collier County Water Treatment Plant, Naples, FL



Hardie Richardson

Project Manager, Burke Construction Group

Hardie Richardson brings more than 16 years of construction experience to his present role as a Project Manager. His experience includes Government and Municipal, US Defense Department of Military, Healthcare, Memory Care Centers, Commercial / Industrial, Residential High Rise, Large scale retail centers, and Interior office tenant build-outs.

His keen eye on finishes is not found in many Project Managers. This has to do with his early experiences as an area manager in luxury residential specializing in finishes. From skimming walls to the final product. His expertise will save time and money keeping up with the Burke quality expectation from our contractors/partners.

PROFESSIONAL EXPERIENCE

SELECT PROJECT EXPERIENCE:

Certifications:

State Certified Building
Contractor CBC#1256305

30 Hour OSHA Certification

Served Honorably in the AS
Army as a Sergeant For 6
Years - Stationed in South
Korea, Germany and Georgia

Poet's Walk Memory Care Facility, Sarasota, Florida

MacDill Air Force Base - Featuring the Central Command Memorial
Tampa, Florida

Centcom - Featuring Top Secret SCIFF Rooms and building renovation / addition
Located within MacDill Air Force Base Tampa, Florida

Lennar Homes - Several Communities, Sarasota, Florida

Emerald Homes Hi Hat Ranch, Sarasota, Florida

The Concession, Sarasota, Florida

More than 15 Waterfront homes on Longboat Key, Siesta Key and St. Armands, Sarasota, FL



Pinnacle Place



City Palms

Jon Sutphin

Project Engineer, Project Scheduler
Burke Construction Group



With over 31 years experience in the construction industry, Mr. Sutphin brings not only Project Management and Development experience, but also field experience. He has shown himself to be a dynamic leader who is disciplined, organized, and detail oriented. Jon's ability to build and maintain lasting professional relationships is based on clients' knowledge that, under his leadership, each job will be completed at levels that consistently exceed expectations. Prior to joining Burke, Jon's proven Executive experience with an extensive track record of maximizing the bottom line by providing decisive, efficient management of multi-million dollar, phased projects is undeniable. Jon Possesses demonstrated abilities in completing complex initiatives within strict time-lines and budgetary constraints. Assists with schedule origination, continually monitors schedules to ensure projects stay on track, and initiates schedule changes to meet client-established completion dates. Facilitate site meetings, provides quality control during on-site visits, and offers recommendations for avoiding potential problems. Directs project managers and superintendents in administering the complete life-cycle of projects valued from \$5 - \$100 million per project, encompassing design review, budgeting, permitting, scheduling, bidding, bid analysis, subcontract negotiation/awarding, billing, changes, budget control, close-out.

Certifications:

University of South Florida, BS in
Economics, 1987

Massachusetts Construction
Supervisors License

Massachusetts Real Estate
Salesperson License

LEEDs AP; NC Version 2.2 (2008)

Member of the Construction
Management Association of
America (since 2009)

OSHA 10-hour Training

CPR Certified - Red Cross

SELECT PROJECT EXPERIENCE:

275 Wyman Project, Waltham, MA \$98 million new construction

Vistaprint, Waltham, MA \$20 million Tenant Improvement

10 City Point, Waltham, MA \$66 million new construction

St. Elizabeth's Medical Center-ICU Addition, Boston, MA \$22 million addition

Sonatrach Petroleum Club & Spa, Zeralda, Algeria \$41 million new construction

Concourse Level Renovations, Fenway Park, \$12 million renovation (OPM for Red Sox)

Right Field Roof Renovations, Fenway Park, Boston, MA \$12 million renovation

Jonathon Edwards College, Yale University, New Haven, CT \$50 million major renovation

Concord Commons Condominium, Concord, MA \$17M new luxury condominiums

580 Main Street, Reading, MA \$2M rehabilitation to an existing building

"Life in the Hub" Store, Boston, MA \$200k retail fit-out out (existing)



Sonatrach Petroleum Club, Zeralda, Algeria



Wyman Street Office Building



Minimum Qualifications Requirements

The Proposer must be a Certified General Contractor (CGC) licensed in the State of Florida, [General Contractor, Class 'A' (Sarasota County)].

Successfully completed, as CM at Risk, a minimum of three (3) projects in the past ten (10) years of similar size and complexity.

- Similar size is defined as projects costing not less than \$5 million dollars.
- Similar complexity is defined as facility designed for primary use as a commercial, public municipal or educational building.

Preferred Qualifications

It is preferred, but not required, that proposers possess the following current credentials within their project team.

- Experience working with public project owners
- Experience with the successful construction of police stations, fire stations, public safety facilities, and comparable functioning facilities.

- 1.City of Fort Lauderdale Fire Station #54
- 2.Monroe County Magnolia St. Public
- 3.The Town of Medley
- 4.Key West City Hall at Glynn Archer
- 5.Camp Blanding Live Fire Shoot House
- 6.Stock Island Fire Station
- 7.Northern Region Operations Center
- 8.Freeman Justice Center

City of Fort Lauderdale Fire Station #54

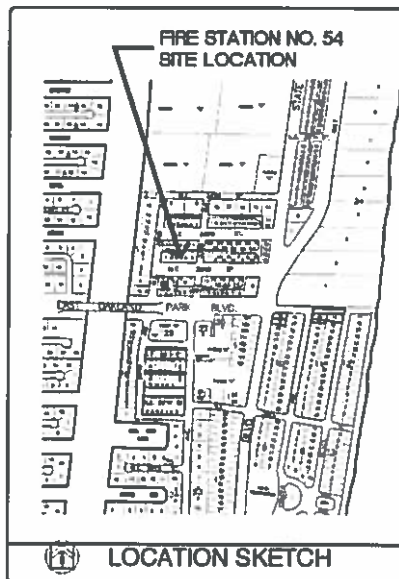
Location
Fort Lauderdale, FL



Features: 11,000 sf +/- Full Service Fire Station and Parking Facility

Contract Value
\$3,900,000.00

Construction Duration
On Track For June 2018



Fire Rescue Station #54 is a two-story, 11,000 square foot facility that houses a team of trained Fire Rescue professionals staffing two Advanced Life Support (ALS) Units, Engine 54 and Rescue 54. Additional features include but are not limited to full living quarters, commercial kitchen & amenities and a featured parking area. The building's design incorporated advanced green and sustainable elements to meet the Florida Green Building Coalition's (FGBC) Certification standards.

Burke Construction Group built this full service fire rescue facility that contributes to the growing population in Metro Fort Lauderdale bringing this building to completion efficiently and on time.

Key Personnel

Anthony J. Burke, President
Gregory Galmin, Vice President Operations
Michael Olivera, Project Manager
Danny Toche, Project Superintendent

Reference

Khant Myat, City of Ft. Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33308



Magnolia Street Public Works Facility

Location

Key Largo, FL

Burke Construction Group
General Contractor

Completed 2016

Features:

sf +/- Full Service Public
Works Facility



Contract Value
\$1,176,000.00

Construction
Completion 2016



Project Description here

Key Personnel

Anthony J. Burke, President
Gregory Galmin, Vice President
Operations ???, Project Manager
???, Project Superintendent

Reference

Dan Bensley, Monroe County
Engineering 1100 Simonton St.
Key West, FL 33040

The Town of Medley Police Station

Location
Miami, FL

Features: sf +/- Full Service
Police Station



Contract Value
\$1,200,000.00

Construction
Completion June 2016



Interior renovations to ground floor area including of new secured holding cells, lockers, supply rooms, secured sally-port area, mayors office, receptionist area located in existing ground floor lobby, and new training room. Addition of new Multi-purpose room by extending a new second floor structure over the existing 3rd story lobby, new roll-call room & sergeants room by extending a new 3rd floor structure over the existing 3 story lobby, expand existing detectives offices, modify existing storage room and create new office adjacent to detective's office area.

Key Personnel
Anthony J. Burke, President
Gregory Galmin, Vice President Operations
???, Project Manager
???, Project Superintendent

Reference
Steve Pines, The Town of Medley
777 NW 72nd Avenue
Medley, FL 33166

Key West City Hall - Historic

Renovation
Location Key

West, FL



Features: sf +/- Historic
Preservation and Remodel
LEED Platinum Certification



Contract Value
\$15,300,000.00

Construction
Completion
2016



Key West City Hall

Over 100 year old Historic Glynn Archer Elementary School converted to the new Key West City Hall. Project is LEED Platinum with solar array panels, rain water cisterns, advanced communications systems, security and eco friendly site amenities.

Key Personnel

David Martinez, Project Executive
Gregory Galmin, Vice President Operations
Darren Whiteside, Project Manager
Ron Gage, Project Superintendent

Reference

City of Key West
3132 Flagler Avenue
Key West, FL 33040
Jim Scholl, City Manager
Greg Veliz, Assistant City Manager

Camp Blanding Live Fire Shoot House

Location

Stark, Florida

Features: Department of
Defense, US Military State of the
Art Facility - LEED Silver
Platinum Certification



Contract Value
\$4,000,000.00

Construction
Completion 2013



The Florida Army National Guard's first state of the art Live Fire Shoot House facility at the Camp Blanding Joint Training Center. The project consisted of (4) new buildings and complete site development. The project featured an After Action Review/Latrine Building, Ammo Storage Building, Mock-up Building, and the Live Fire Shoot House Building. The Live Fire Shoot House building shell was constructed utilizing a Pre-Engineered Metal building system for the structural steel and metal roof and wall panels. The interior was constructed to simulate the interior layout of a building with multiple rooms, corridors, and breach doors. The interior walls were constructed utilizing AR500 plate steel and 2E of ballistic rubber, while the ceiling space above was lined with an AmorCore Level 8, 1 EE bullet resistant fiberglass panel system. A catwalk system was installed above the interior walls for instructional and observation purposes throughout the training sessions. The Live Fire Shoot House building was also outfitted with (16) camera locations and (21) target stations. BCG installed a complete data & fiber infrastructure linking the building to the AAR building which also included extensive audio visual as well. The project was completed (3) months ahead of schedule and is a LEED Silver Certified facility.

Key Personnel

Anthony Burke, Project Executive
Gregory Galmin, Vice President Operations
Michael Gresser, Project Manager

Reference

US Department of Defense
Stark, Florida
John Brady, CMO

Stock Island Fire Station

Location
Key West, FL

Burke Construction Group
General Contractor

Completed 2014

Features:
9,000 sf +/- Full Service Fire
and Rescue Station



Key Personnel

Anthony J. Burke, President
Gregory Galmin, Vice President Operations
Michael Olivera, Project Manager
Danny Toche, Project Superintendent

Reference

Khant Myat, City of Ft. Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33308

Construction of the new Fire Station facility located on 2nd street and Maloney Avenue in Stock Island, Key West, Florida, houses the Monroe County Fire Rescue Department and is operated 24 hours a day. The fire station features three (3) pull-in bays and approximately 9,000 sq.ft. total interior area and 4250 sq.ft. of living quarters and offices for the staff. The scope of work for this new facility included demolition of the original facility with new state-of-the-art construction for the new building. The project was designed to all Federal, State and County codes and ordinances. As a County owned building, the facility meet's the 150 mph hurricane wind loads required.

Freeman Justice Center

Location

Key West, FL

Features: sf +/-



Contract Value
\$14,000,000.00

Construction Duration
Eighteen (18) Months



Freeman Justice Center

New courthouse with six courtrooms and more than \$1 Million of custom woodwork along with judges chambers and a ground floor holding facility.

Key Personnel

David Martinez, Project Executive
Gregory Galmin, Vice President
Operations
???, Project Manager
???, Project Superintendent

Reference

Monroe County Board of Commissioners
1100 Simonton Street, 2-216
Key West, FL 33040

Currie, Sowards, Aguila Architects



Central Regional Operations Center Palm Beach, FL

Location

Palm Beach, FL

Features: 100, 000 sf Public Works Facility
With Extensive Communications, Audio and Visual Components



Contract Value
\$16,500,000.00

Construction Duration
Fourteen (14) Months



Nine buildings on a 60 acre site with a total sq ft. of 100, 000 sq ft. Multiple-story structures include a 42,000 sq. ft. administration building and 14,000 sq ft structure housing; operations and maintenance building, warehouse facility, shop buildings, storage facilities, hazardous materials area and vehicle fueling station

Key Personnel

David Martinez, Project Executive
Gregory Galmin, Vice President
Operations
???, Project Manager
???, Project Superintendent

Reference

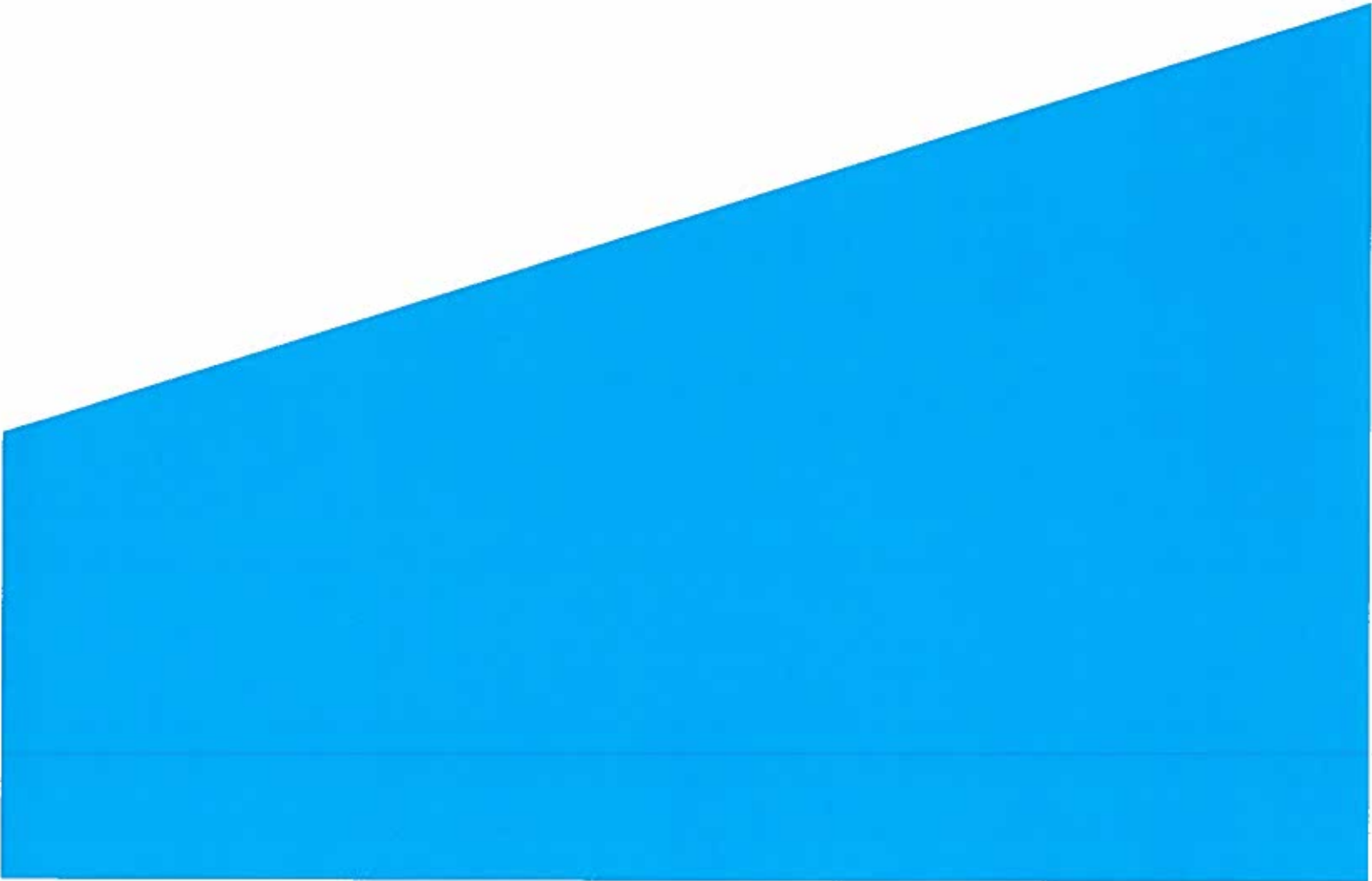
Palm Beach County Water Utilities Department
West Palm Beach, Florida

Hazen Sawyer, Professional Corp.

3

Project Team Experience

- 3.1 Project Team Experience**
- 3.2 References**



YEARS OF EXPERIENCE

Burke Construction Group has been providing CMR Services and/or General Contracting services for **30 YEARS**.

MULTI-DISCIPLINARY MANAGEMENT

Should an issue from an owner, architect or subcontractor arise, our project managers and superintendents have the authority to make decisions in the field to mitigate escalation. Should an agreement not be reached, our Senior Project Managers or Vice President of Operations will immediately work with all parties to resolve the issue. Our President, Tony Burke or Executive Vice President, David Martinez, will become involved and meet with the project team to expedite a resolution. Being locally based, they are also available to discuss or meet regarding any matters requested by the owner or architect. In addition, they will make impromptu calls to owners and architects to check on the progress of the project from their prospective.

DESIGN REVIEW

Burke's goal in this phase is to incorporate varying methods of construction and the adaptation of diverse materials. Our professional approach in the design review process has exceeded our client's expectations, minimizing overall costs and in many cases improving the original core concepts. Capitalizing on each of the team member's background experience and strengths affords Burke Construction Group's maximum acceptance on proposed designs and changes during this phase of the construction process. Identifying alternative means, methods and materials prior to award of the Prime and/or Sub Contracts, assures deductive pricing during the competitive bid environment.

CONSTRUCTIBILITY ANALYSIS

The quintessential element in planning a project is the Constructibility Review, which is a thorough analysis of the Construction Documents. Link Construction Group walks step by step through every facet of the construction process, analyzes every detail, weeds out RFI's & Potential Change Orders, identifies Value Engineering opportunities, identifies and solves the ever important waterproofing issues, identifies potential scope busts and solves difficult coordination issues. Burke Construction Group prepares the backbone for the Project Teams plan of attack by solving difficult issues before they develop into costly problems or project delays.

BUDGET ESTIMATING

Burke's estimating department recognizes the current economic times and the benefits found in close adherence to client based budgets. Estimating a construction budget that consists of multiple disciplines, numerous tasks and processes and varying materials can be challenging. Concentrating on one discipline at a time, Burke Construction Group has exceeded owners' projected budgets while maintaining quality workmanship and the preferred materials per the original specifications. Burke uses multiple takeoff methods to create quick, accurate estimates backed by material, cost, and labor details or to develop and evaluate standard models and options. Burke easily incorporate bids from subcontractors and suppliers in your estimates. We transfer estimates to accounting for budget-to-cost comparison and to industry-standard scheduling products to jump-start project schedules. Burke analyzes estimates from a variety of angles, such as by floor or phase of work. At the lot-specific level, we produce reports of material lists and subcontracts by lump sum, detailed bill of materials or unit price. Using reporting software tools we deliver proposals in a professional manner.

COST CONTROL

Cost control is an indispensable element of the design process, identifying cost savings and minimizing delays, disputes and claims during construction. Our experienced construction professionals can effectively identify potential problems, provide effective solutions and anticipate and avoid future disputes. To insure success the cost control process must be instituted at the conceptual phase of the project and its functions must be part of the design team throughout design development.

CHANGE ORDER NEGOTIATION

Burke Construction Group's knowledge of today's complex construction projects demands an experienced advocate to ensure the owner's best interest in all aspects of a project. Burke Construction Group's project managers, superintendents and the director of operations level the playing field between project owners, contractors, vendors and architects. We advise owners throughout the construction process helping control expenditures and improving processes. In addition, our owner's representatives work from design to final contract closeout ensuring your project's success. When unforeseen changes and owner directed changes take place, our flexibility and non-abusive approach to required change orders have awarded us with repeat business and owner confidence.

CLAIMS MANAGEMENT

Burke Construction Group has provided clients with unparalleled insight into the assessment, mediation and resolution of construction claims. Our experience has always been to prevent claims from the start but have familiarized ourselves with a wide range of construction disputes, from common to out-of-the-ordinary. Burke Construction Group's knowledgeable staff utilizes their understanding of the design process, contract language, scheduling, construction techniques, costs and construction law to provide project Owners with the critical information

Customer and Credit References

FINANCIAL:

Stonegate Bank
8630 NW 25th Street
Doral, Florida 33122
PH: 786-762-4841
Contact: Vanessa Sanchez

INSURANCE:

Collinsworth, Alter, Fowler
8000 Governors Square Blvd.
Miami Lakes, Florida 33016
PH: 305-822-7800
Contact: Dick French

BOND AGENT:

Nielson & Company, Inc.
8000 Governors Square Blvd.
Miami Lakes, Florida 33016
PH: 305-722-2663
Contact: David Hoover

LEGAL:

Elder & Lewis
9150 S Dadeland Blvd, Suite 902
Miami, Florida 33156
PH: 305-667-4774
Contact: David Elder

TRADE:

Florida Keys Electric
(305) 797-1794
Contact: Raymond Vazquez

Titan Interiors Group
(954) 434-9291
Contact: Tania Drago

S.A.L.T. Solar Servicer
(305) 289-1150
Contact: Chuck Meier
Hernandez

Zarco, LLC
(305) 970-9520
Contact: Guillermo Swain

STG Contracting Group
(904) 287-9898
Contact: Mike Gresser

Professional Cooling
(305) 218-3405
Contact: Mike Castro

Merit Floors
(305) 360-4762
Contact: Tony Paraga

Client References

Metro Life Church
Doral, FL
(305) 592-5100
Contact: Pastor Armando Gomez

Easton & Associates
Doral, FL
(305) 593-2222
Contact: Paul Douglas

Doral Animal Clinic
Doral, FL
(305) 761-7766
Contact: Dr. Cabeza

Dolphin Commerce Park
Doral, FL
(305) 519-7768
Contact: Brett Houston

Monroe County
Key West, FL
(305) 292-4439
Contact: Ann Riger

City of Key West
Key West, FL
(850) 890-9354
Contact: Kreed Howell

4

Ability To Perform The Services Expeditiously At The Request Of The City. Location And Availability Of Technical Support People And Assigned Project Manager To The City

4.1 Team Experience



YEARS OF EXPERIENCE

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MULTI-DISCIPLINARY MANAGEMENT

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The quintessential element in planning a project is the Constructibility Review, which is a thorough analysis of the Construction Documents. Link Construction Group walks step by step through every facet of the construction process, analyzes every detail, weeds out RFI's & Potential Change Orders, identifies Value Engineering opportunities, identifies and solves the ever important waterproofing issues, identifies potential scope busts and solves difficult coordination issues. Burke Construction Group prepares the backbone for the Project Teams plan of attack by solving difficult issues before they develop into costly problems or project delays.

BUDGET ESTIMATING

Burke's estimating department recognizes the current economic times and the benefits found in close adherence to client based budgets. Estimating a construction budget that consists of multiple disciplines, numerous tasks and processes and varying materials can be challenging. Concentrating on one discipline at a time, Burke Construction Group has exceeded owners' projected budgets while maintaining quality workmanship and the preferred materials per the original specifications. Burke uses multiple takeoff methods to create quick, accurate estimates backed by material, cost, and labor details or to develop and evaluate standard models and options. Burke easily incorporate bids from subcontractors and suppliers in your estimates. We transfer estimates to accounting for budget-to-cost comparison and to industry-standard scheduling products to jump-start project schedules. Burke analyzes estimates from a variety of angles, such as by floor or phase of work. At the lot-specific level, we produce reports of material lists and subcontracts by lump sum, detailed bill of materials or unit price. Using reporting software tools we deliver proposals in a professional manner.

COST CONTROL

Cost control is an indispensable element of the design process, identifying cost savings and minimizing delays, disputes and claims during construction. Our experienced construction professionals can effectively identify potential problems, provide effective solutions and anticipate and avoid future disputes. To insure success the cost control process must be instituted at the conceptual phase of the project and its functions must be part of the design team throughout design development.

CHANGE ORDER NEGOTIATION

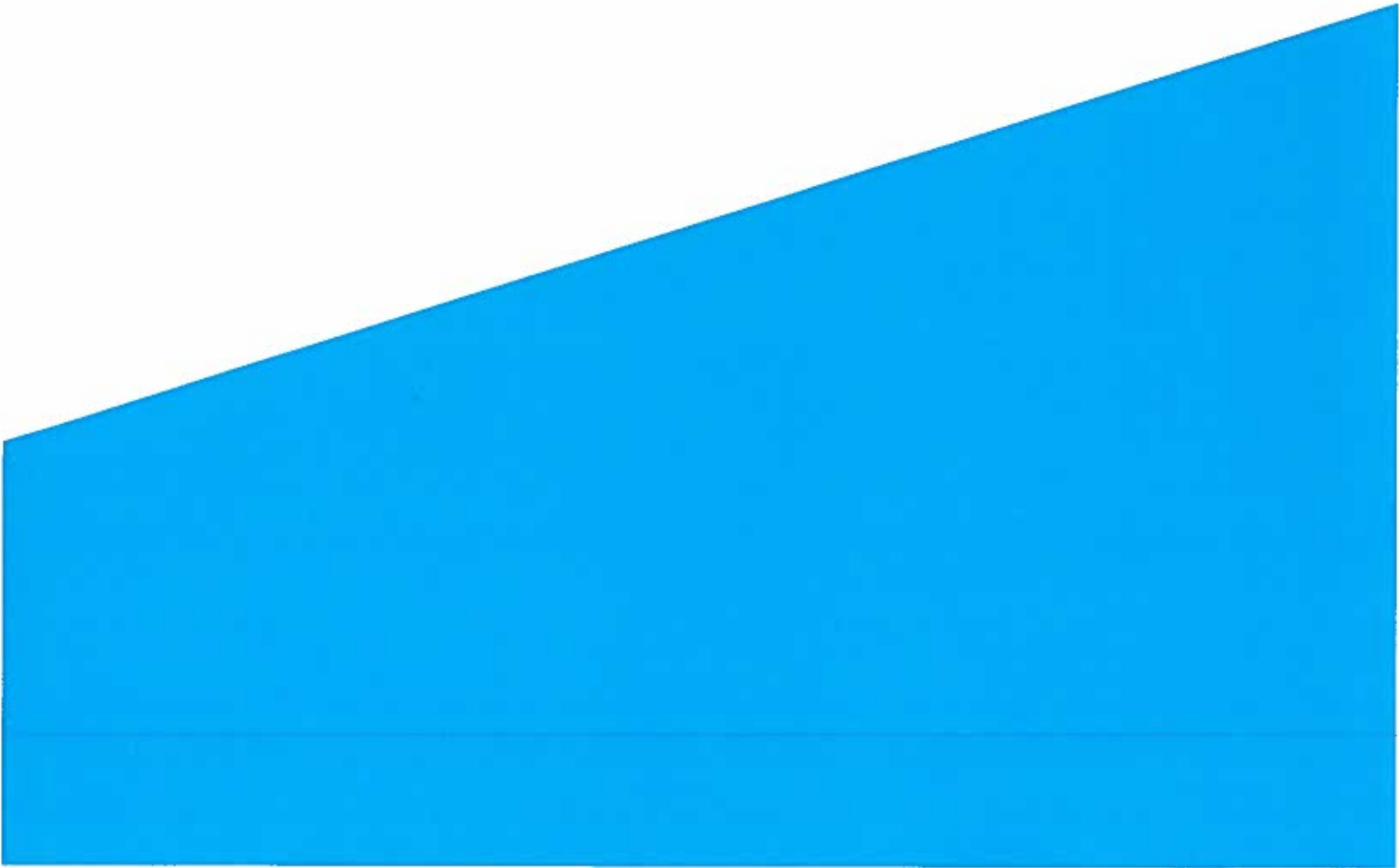
Burke Construction Group's knowledge of today's complex construction projects demands an experienced advocate to ensure the owner's best interest in all aspects of a project. Burke Construction Group's project managers, superintendents and the director of operations level the playing field between project owners, contractors, vendors and architects. We advise owners throughout the construction process helping control expenditures and improving processes. In addition, our owner's representatives work from design to final contract closeout ensuring your project's success. When unforeseen changes and owner directed changes take place, our flexibility and non-abusive approach to required change orders have awarded us with repeat business and owner confidence.

CLAIMS MANAGEMENT

Burke Construction Group has provided clients with unparalleled insight into the assessment, mediation and resolution of construction claims. Our experience has always been to prevent claims from the start but have familiarized ourselves with a wide range of construction disputes, from common to out-of-the-ordinary. Burke Construction Group's knowledgeable staff utilizes their understanding of the design process, contract language, scheduling, construction techniques, costs and construction law to provide project Owners with the critical information

5

Additional Considerations





Proposer

Burke Construction Group consists of 50 employees and is headquartered in Doral, Florida with offices in Sarasota, Key West and Palm Beach. The company specializes in a wide array of municipal, governments, healthcare, commercial, educational, and residential construction. Under the direction of Tony Burke and CFO David Martinez, the firm managed and built over \$1.5 billion of high quality and high profile jobs like Parrot Jungle Island (now Jungle Island), City Palms, the Maclee Building on South Beach, Clearwater Centre, Midtown Miami, CarMax full service dealership, the Destin Commons Mall, and many others. The firm presently has a variety of construction projects valued at approximately \$60 million that include the new Poet's Walk Memory Care Facility in Sarasota and Marathon Library and Adult Education Center Marathon Key, FL.

The roots of Burke Construction Group are in The Tower Group, the construction company which Mr. Buke owned and managed for twelve years prior to selling the firm to an international company. Under Burke's leadership Tower grew to over 250 employees and amassed \$185 million in annual revenues.

We are proud of our commitment to excellence. In 2016, Burke Construction Group was awarded Winner of the 2016 Affordable Housing Category at the 2016 Building Excellence Awards for the Project completed at Sugar Mills Villas, St. Croix.

Relevant Experience

Miami Beach Regional Library Miami Beach, FL	Completed: Agency: Project Type Services:	2005 City of Miami Beach Institutional General Contractor
Midtown Miami North Miami, FL	Completed: Agency: Project Type Services:	2006 DDR, Inc. Mixed-Use Shopping Center with Parking General Contractor
Midtown Miami North Miami, FL	Completed: Agency: Project Type Services:	2006 DDR, Inc. Mixed-Use Shopping Center with Parking General Contractor
City Palms West Palm Beach, FL	Completed: Agency: Project Type Services:	2008 The Carlyle Group Mixed-Use Multi-Family Residential General Contractor
Pinnacle Park Miami, FL	Completed: Agency: Project Type Services:	2008 Pinnacle Housing Group Mixed-Income Multi-Family Residential General Contractor
Pinnacle Place Miami, FL	Completed: Agency: Project Type Services:	2008 Pinnacle Housing Group Mixed-Income Multi-Family Residential General Contractor
Emerald Office Building Be'er Sheva, Israel	Completed: Agency: Project Type Services:	2007 Army Corps of Engineers Office Building with Parking Garage General Contractor
Jungle Island Miami, FL	Completed: Agency: Project Type Services:	2003 GoldKrown Development Amusement Park and Parking Garage General Contractor
Maelee Building: 5th and Lenox Miami Beach, FL	Completed: Agency: Project Type Services:	2002 Maelee Building Mixed-Use Office Building and Garage General Contractor
Key West City Hall Key West, FL	Completed: Agency: Project Type Services:	2016 City of Key West Institutional General Contractor
Freeman Justice Center Key West, FL	Completed: Agency: Project Type Services:	Unders Monroe County Institutional General Contractor

6

Required Forms, Certificate of Insurance, Certifications

- 6.1 Required Forms**
- 6.2 Certificate of Insurance**
- 6.3 Certifications**

Response Certification

SEALED REQUEST FOR QUALIFICATIONS CITY OF VENICE, FLORIDA

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO:

CITY OF VENICE
Procurement- Finance
Department 401 W. Venice
Avenue Room # 204 Venice,
Florida 34285

CHECK ONE:

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME: Anthony J. Burke
ADDRESS: 3042 University Parkway Sarasota, FL 34243
PRINCIPLE OFFICE: 10145 NW 19th Street Doral, FL 33172

1. State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

Burke Construction Group, Inc.

The address of the principal place of business is:

10145 NW 198th Street Doral, FL 33172

2. If the Proposer is a corporation, answer the following:

- a. Date of Incorporation: June 25th, 2007
- b. State of Incorporation: Florida
- c. President's Name: Anthony J. Burke
- d. Vice President's Name: David W. Martinez
- e. Secretary's Name: David W. Martinez
- f. Treasurer's Name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or partnership, answer the following:

- a. Date of Organization: _____

- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation, partnership, describe the organization and give the name and address of principals:

Response Certification

5. If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

Eleven (11) Years

a. Under what other former names has your organization operated?

The Tower Group, Inc.

ACKNOWLEDGEMENT

Signed, sealed and delivered
in the presence of:


SON-ERIK SUTPHIN

By:


Anthony J. Burke
(Printed Name)

President / CEO
(Title)

State of Florida

County of Miami-Dade

} SS.

On this the 28th day of February, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared Anthony J. Burke and (Names of individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:




NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☐ Produced Identification: _____ ☐ DID take an oath, or ☐ DID NOT take an oath

Response Certification

“LOCAL PREFERENCE” DETERMINATION

The following questions will help you determine local preference for your company.
Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.
ONLY if you answer **YES** to questions 1 through 4, may you proceed to question 5.
If you answer **YES** to any questions 5 and 6, local preference applies.
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

Questions 1 – 4

1. Has your company paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not currently have a local business tax) authorizing your company to provide goods or services described in this solicitation?
YES X If “yes”, proceed to question 2.
NO If “no”, **STOP, local preference does not apply.**
* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.
2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County from which your company operates or performs business?
YES X If “yes”, proceed to question 3.
NO If “no”, **STOP, local preference does not apply.**
3. Does your company’s local business office (identified in question 2) have a least one full time employee?
YES X If “yes”, proceed to question 4.
NO If “no”, **STOP, local preference does not apply.**
4. Do at least fifty percent (50%) of your company’s employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County?
YES X If “yes”, proceed to question 5.
NO If “no”, **STOP, local preference does not apply.**

Response Certification

Questions 5 – 6

5. Is your company's local business office (identified in question 2) the primary location (headquarters) of your company?

YES ☐ If "yes", STOP, local preference applies.

NO ☒ If "no", proceed to question 6.

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location AND does at least one corporate officer, managing partner or principal owner of your company reside in Sarasota, Manatee, DeSoto or Charlotte County?

YES ☒ If "yes", STOP, local preference applies.

NO ☐ If "no", local preference does not apply.

Response Certification

PROJECT TEAM

TEAM NAME: _____

FEDERAL ID No.: _____

Prime Role	Name & City of Residence of Individual Assigned to the Project	No. of Years Experience	Education, Degree(s)	Florida Active Registration Nos.
Principle-in-Charge				
Project Manager				
Project Architect				
Project Construction Administrator	Form Replaced With New Form In Addendum 1			
Other Key Member				
Other Key Member				
Sub-consultant Role	Company Name and Address of Office Handling this Project		Projected % of Overall Work on the Entire Project	Name of Individual Assigned to Project

Response Certification

CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204

VENICE, FL. 34285

(941) 486-2626

FAX (941) 486-2790

ADDENDUM NO. 1

Date: February 21, 2018

To: All Prospective Proposers

Re: RFQ #3079-18 Construction Management at Risk Services for City of Venice Public Safety Facility

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement-Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

QUESTION:

In reviewing this section it appears that the criteria shown in this RFQ, may need to be revised to reflect the scope of work for the CM requested on pages 10 – 12 of the RFQ.

Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City 20%

The points will be awarded based on factors such as the physical location of the Firm's office and its **Design Professionals and sub-consultants**, as well as on the degree of interest shown in undertaking the project. All key personnel shall have their primary work location identified in the submittal. Firms that have the ability to complete all the services in-house may be awarded more points than firms that require sub-consultants unless a compelling rationale is given as to why the diversified team approach is better for this particular project. Firms that do not adequately anticipate nor cover in-house all of the services required (**such as ecological, hydrogeological, structural engineering services, etc.**) will receive less points than firms whose response properly identifies all the **design professionals** required to provide the scope of services.

- 1) We would anticipate providing an overview in the Ability to Perform Services section that would cover the items outlined on pages 10 thru 12 of the RFQ, but do not want to do anything that may appear that we are not properly addressing the question being asked in this section, can you confirm that we should be addressing the Scope of Services requested by the City as part of our Ability to Provide Service as outlined

Response Certification

- 2) The Project Team form has a list of staff members that a CM would not normally have on Staff. Is it okay to modify the form to reflect our Org Chart of Staffing we would provide to the Project? I have shown below the positions we would generally include in our Org Chart for your review.

- Principle in Charge
- Project Executive
- Project Manager
- Project Engineer
- General Superintendent
- Chief Estimator
- Purchasing Agent
- Chief Scheduler

Please advise if this list is acceptable and if it is acceptable to modify the Form to reflect this staffing.

RESPONSE:

Section 4 is amended as follows:

Scoring Method

The scoring method for the RFQ will be based on the Required Response Format of the qualifications response. There will be no points given to the letter of interest.

SELECTION CRITERIA	WEIGHT %
Project team's professional qualifications and key personnel experience.	30%
Project team experience with governments of similar size to the City.	30%
Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City.	20%
Local Preference	10%
Completeness of RFQ submittal	10%

Response Certification

Project team's ~~professional~~ qualifications and key personnel experience 30%

This section requires that the project team organizational chart, resumes and key personnel experience make the lines of communication and responsibility very clear as well as who the Client Manager is. Maximum points will be given to key personnel experience that is relevant to projects with governments of similar size to the City of Venice. In addition, higher value will be given to a team that includes key personnel experience demonstrating the capability to perform all or most aspects of the project, and recent experience in Public Safety Facility projects comparable to the proposed task. The quality of projects previously undertaken, and capability to complete projects on budget will also be considered.

Project team experience/references 30%

This section of the RFQ deals with relevant and related experience and qualifications. Maximum points will be given to projects where the related experience and qualifications of the firm correlates directly with the project team members per the organizational chart and their resumes. In addition, higher value will be given to work performed for governments of a similar size to the City of Venice. Recent work experience will be weighted more heavily than historical experience. The team's reputation for professional integrity and competence will also be considered.

Provide a specific reference for contact by the City that can attest to the work performed by the consulting team member. One should anticipate that these references will be called and that the responses to these references will affect the awarding of points in this category.

Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City 20%

The points will be awarded based on factors such as the physical location of the Firm's office and its ~~Design Professionals and sub-consultants~~, as well as on the degree of interest shown in undertaking the project. All key personnel shall have their primary work location identified in the submittal. Firms that have the ability to complete all the services in-house may be awarded more points than firms that require sub-consultants unless a compelling rationale is given as to why the diversified team approach is better for this particular project. Firms that do not adequately anticipate nor cover in-house all of the services required ~~(such as ecological, hydrogeological, structural engineering services, etc.)~~ will receive less points than firms whose response properly identifies all the ~~design professionals~~ personnel required to provide the scope of services.

Local Preference 10%

Criteria defined in Section 1, Article 16 of the RFQ.

Response Certification

Completeness of RFQ submittal 10%

RFQ packages must include adequate proof of insurance coverage for all team member firms and proof of ~~professional licenses and~~ registrations required to perform ~~design and permitting~~ activities required by the project and include all other required forms (such as the Drug Free Workplace Form, etc.).

Other Considerations

The City will allow an Additional Consideration Section for the applicants to present any other relevant information that they believe should be considered during the qualifications shortlisting process. This information can include a preliminary project approach, recommendation letters, color photos, or any other type of information that they feel should be taken into account during our selection process.

Shortlisting and Notification

Subsequent to selection and approval by the City, all respondents to this solicitation will be notified in writing regarding the selection of the top ranked Firms.

Reuse of Design Ideas

~~Upon submittal of proposals and oral presentations, all information becomes public information and the concepts or design ideas advanced by any Firm may be reused directly or indirectly by the City without any limitation or payment to the Firm. Granting the City the right to refuse documents contained in the presentation and proposal is a condition of presenting the proposals.~~

Challenge of Notice of Intent to Award

Any person adversely affected by the City's decision, or intended decision, on the award is entitled to challenge the award by filing a written notice of protest within 72 hours after the posting of the intent to award. A copy of the City's protest procedures may be obtained through the Purchasing Department upon request.

Rejection of Proposals

The City of Venice reserves the right to waive minor proposal irregularities, and to reject any and all Proposals or parts thereof, or to accept the Proposal(s) or parts thereof, when considered by it to be in the best interest of the City.

Response Certification

REVISION:

A revised PROJECT TEAM form is attached to this addendum and must be included with your submittal.

Peter A. Boers
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486- 2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:



Signature

Burke Construction Group, Inc.

Company

February 27, 2018

Date

A copy of this addendum (excluding attachments) is to be included with the proposal response.

Response Certification

PROJECT TEAM

TEAM NAME: Burke Construction Group, Inc.

FEDERAL ID No.: EIN# 26-1205588

Prime Role	Name & City of Residence of Individual Assigned to the Project	No. of Years Experience	Education, Degree(s)	Florida Active Registration Nos.
Principle-in- Charge/Project Executive	Gregory Galmin	22		
Project Manager	Hardie Richardson	16	Central Texas College	State Certified Contractor CBC#1256305
Project Engineer	John Sutphin	31	University of South Florida, BS in Economics	Massachusetts Construction Supervisors License, LEEDs AP; NC Version 2.2 (2008)
Superintendent	Billy Mitchell			
Scheduler	John Sutphin	31	University of South Florida, BS in Economics	Massachusetts Construction Supervisors License, LEEDs AP; NC Version 2.2 (2008)
Other Key Member	Janice Simmering	10		

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit an RFQ proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

I, Anthony J. Burke, being an authorized representative of the firm of
Burke Construction Group, Inc., located at City: Sarasota State:
Florida Zip: 34243, have read and understand the contents of the Public
Entity Crime Information and of this formal RFQ package, hereby submit our proposal accordingly.

Signature:  _____

Date: 2-28-2018

Phone: 941-552-8586

Fax: 941-552-8629

Federal ID#: EIN# 26-1205588

CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT

CHECK ONE

☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

IN FLORIDA ONLY, JUDGMENTS AGAINST THE FIRM, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE FIRM BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

CHECK ONE

☐ The undersigned firm has had no litigation adjudicated against the firm on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

OR

☒ The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the firm during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

Company Name: Burke Construction Group, Inc.

Authorized Signature: 

Name (print or type): Anthony J. Burke

Title: President / CEO

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

NON-COLLUSION AFFIDAVIT

State of Florida

County of Miami - Dade

SS.

Anthony J. Burke being first duly sworn, deposes and says that:

1. He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Burke Construction Group, Inc. the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

Jennifer Enos
Janice Simmering

By: [Signature]
Anthony J. Burke
(Printed Name)
President / CEO
(Title)

ACKNOWLEDGEMENT

State of Florida

County of Miami - Dade

On this the 28th day of February, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared Anthony J. Burke and (Names of individual(s) who appeared before Notary) whose name(s) in/are subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
JANICE SHAM SIMMERING
(Name of Notary Public: Print, stamp, or type as commissioned)

☒ Personally known to me, or ☐ Produced Identification: _____ ☐ DID take an oath, or ☐ DID NOT take an oath

**NHC****NIELSON, HOOVER & COMPANY, INC.**

February 21, 2018

City of Venice, Florida
401 West Venice Avenue
Venice, Florida 34285

RE: *Burke Construction Group, Inc.*
Construction Management at Risk Services for City of Venice Public Safety Facility –
RFQ No. 3079-18

To Whom It May Concern:

This is to advise you that our office provides suretyship for Burke Construction Group, Inc. Their Surety is Arch Insurance Company, which carries an A. M. Best Rating of A+ (Superior), Financial Size Category of XV, and is listed in the department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of request, we should be in a position to provide Performance and Payment Bonds for Burke Construction Group, Inc. for single projects in the amount of \$30,000,000 and aggregate program of \$60,000,000. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue the bonds.

Burke Construction Group, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in them and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a commitment, bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Please understand that our willingness to provide surety on this or any project is predicated upon specific criteria at the time of the bond request including, but not necessarily limited to, a review of all contract documents, bond forms, financing and all other pertinent underwriting factors.

Sincerely,

Charles J. Nielson
President

8000 Governors Square Boulevard
Suite 101
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650

www.nielsonbonds.com

SMART, UNCOMPROMISING, TIMELY, EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE



BURKCON-01

RMORENO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2018

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 Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME:	
	PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443
INSURED Burke Construction Group Inc 10145 N.W. 19 Street Doral, FL 33172	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Twin City Fire Insurance Co NAIC # 29459	
	INSURER B : Trumbull Insurance Company 27120	
	INSURER C : Hartford Casualty 29424	
	INSURER D : Hartford Ins Co of the SE 38261	
	INSURER E : Hartford Fire Ins Co 19682	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5000. PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	21UEAHV8478	04/16/2017	04/16/2018	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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	21UEAHV6986	04/16/2017	04/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		21RHAHV7793	04/16/2017	04/16/2018	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	21WBAAO5781	04/16/2017	04/16/2018	<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	Leased/Rented			21UUMHZ1160	04/16/2017	04/16/2018	w/\$5000. Ded 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ #3079-18 - CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR CITY OF VENICE PUBLIC SAFETY FACILITY

The City of Venice, its Elected Officials, Officers, Agents, Employees are named additional insured as their interest may appear under this Contract, for all policies referenced herein (except Worker's Compensation) when required by written contract. Waivers of Subrogation apply in favor of The City of Venice, its Elected Officials, Officers, Agents, Employees as required by written contract. 30 Day Notice of Cancellation except 10 days for non-payment, subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

The City of Venice 401 W. Venice Avenue Venice, FL 34285	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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
ALL, EXCEPT ADDITIONAL INSURED THAT ARE INSURED UNDER A SEPARATE ADDITIONAL INSURED ENDORSEMENT ON THIS POLICY	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

- (3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract or written agreement; and

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- (2) Only to the extent permitted by law, and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

- B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance Condition of Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

- (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
- (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
- g. Aircraft, Auto Or Watercraft**
- "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.
- This exclusion does not apply to:
- (1) A watercraft while ashore on premises you own or rent;
 - (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
 - (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".

- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

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have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- 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.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

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

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 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.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

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

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

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible 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 follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under 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.

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

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

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

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

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6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ a person;
- b. Termination of a person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written or electronic publication of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

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

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a.If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b.The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c.Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a.A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b.A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 21 WBA AO5781

Endorsement Number:

Effective Date: 04/16/16 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: BURKE CONSTRUCTION GROUP INC

10145 NW 19TH ST
DORAL, FL 33172

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHTS FROM US.

Countersigned by _____

Authorized Representative

*3400121AO57810101 00773



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC
6730 ROYAL PALM DRIVE
MIAMI FL 33157**

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

CGCA38309

ISSUED: 06/29/2016

**CERTIFIED GENERAL CONTRACTOR
BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC**

**IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2018 L1606290000680**

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGCA38309

**The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018**

**BURKE, ANTHONY JOHN JR
BURKE CONSTRUCTION GROUP INC
10145 NW 19TH STREET
DORAL FL 33172**



ISSUED: 06/29/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606290000680

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Modifiers:	Construction Business 01/27/2010 (mm/dd/yyyy)

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