

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

**SECTION 00 41 13**

**BID FORM**

TO:

TOWN OF DEWEY BEACH  
105 RODNEY AVENUE  
DEWEY BEACH, DELAWARE

NEW DEWEY BEACH TOWN  
HALL AND POLICE DEPT.

I have received the construction documents titled New Construction for Dewey Town Hall and Police Department. I have also received Addenda Nos. 1,2,3,4, and have included their provisions in this Proposal. I have examined both the documents and the site and submit the following bid.

In submitting this bid, I agree:

1. To hold my bid open until 60 days after bids are opened.
2. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish Performance and Labor and Material Payment Bonds in accord with the Supplementary Instructions to AIA Document A701.
3. To accomplish the work in accord with the Contract Documents.
4. To complete the work as certified in writing by the architect within 685 calendar days following receipt of written notice to proceed.

The first phase of construction will take 475 calendar days

The second phase of construction will take 210 calendar days.

DELNARIA VETERAN BUILDERS will construct this project for the lump sum price of:

Twelve Million Two Hundred Dollars (\$ 12,295,000.00)  
ninety-Five Thousand Dollars

The first phase of construction with prevailing wage rate will cost:

Nine Million Two Hundred Fifty Three Dollars (\$ 9,253,500.00)  
Thousand Dollars

The second phase of construction with prevailing wage rate will cost:

Three Million Forty-Two Thousand Dollars (\$ 3,041,500.00)  
Five Hundred Dollars

Included within the lump sum price is \$ 152,000.00 for the full payment & performance bond premium in the amount of 100% of the lump sum price stated on this bid form.

I include a copy of my current Delaware Contractor's license, Town of Dewey Contractor License, and other local licenses if applicable, with my bid. Subcontractor's entered into this contract with trades identified by the Delaware Division of Professional Regulation—including but not limited to Electricians, Elevator Mechanics, HVAC, Plumbers, Surveyors, etc.—shall possess professional licenses by the Delaware Division of Professional Regulation.

I include an executed copy of AIA Document A305 "Contractor's Qualification Statement" with my bid.

I include the required Bid Security with my bid.

I include the following DEDUCTIVE ALTERNATES. The Town of Dewey Beach reserves the right to incorporate alternates, in part or in total, it deems to be in its own best interests.

**ALTERNATE NO. 1:** Omit terrazzo flooring, and substitute with LVT flooring #2.

DEDUCT: \$ 75,000.00

**ALTERNATE NO. 2:** Omit drywall, furring, acoustical batt insulation for wall types A and B. Embed conduit, power, or other utility within the wall. Finish exposed concrete with primer and paint as specified.

DEDUCT: \$ 61,000.00

**ALTERNATE NO. 3:** Omit all LVT and Carpet where scheduled, and substitute for sealed and polished concrete.

**ADD**  
DEDUCT: \$ 17,500.00

**ALTERNATE NO. 4:** Substitute standing seam metal roof for fully adhered pvc membrane roof with standing seam profile.

**ADD**  
DEDUCT: \$ 200,000.00

**ALTERNATE NO. 5:** Omit all windows on the third floor. Block and rough-in framing for future window install.

DEDUCT: \$ 45,000.00

**ALTERNATE NO. 6:** Omit all ceramic tile. Provide rigid vinyl wall protection system up to 48" A.F.F. over painted moisture resistant drywall where scheduled, and provide fully adhered LVT flooring with heat welded seams to prevent moisture intrusion.

DEDUCT: \$ 1,000.00

**ALTERNATE NO. 7:** Substitute fiberglass doors and frames for hollow metal doors and frames.

~~DEDUCT:~~ <sup>ADD</sup> \$ 50,000.00

**ALTERNATE NO. 8:** Omit elevator # 2. Provide foundation pit, shaft wall at first floor, and floor block outs for second and third for future install. Provide handicap lift to serve between Grade Vestibule to Processing Vestibule with necessary safeguards, calls, and doors.

DEDUCT: \$ 90,000.00

**ALTERNATE NO. 9:** Omit all ballistic (and fire-rated) exterior glass on first floor and substitute with ballistic and fire-rated glass block with frames and mortar.

DEDUCT: \$ 29,500.00

**ALTERNATE NO. 10:** The cost to omit prevailing wages from labor for the project from first phase of construction.

DEDUCT: \$ 975,000.00

**ALTERNATE NO. 11:** The cost to omit prevailing wages from labor for the project from second phase of construction.

DEDUCT: \$ 315,000.00

**ALTERNATE NO. 12:** The cost in savings for construction if phasing was eliminated from the project and both phases (1+2) were constructed all at one time under prevailing wage rate.

DEDUCT: \$ 0.00

**SCHEDULE C- UNIT PRICES BID – CONTINGENT ITEMS**

CONTINGENT ITEMS: The following unit prices will be utilized for changes in work from that indicated by the Project Manual, upon authorization of the Engineer.

| ITEM NO. | DESCRIPTION  | UNIT  | ESTIMATED QUANTITY | UNIT PRICE          | TOTAL PRICE           |
|----------|--|-------|--------------------|---------------------|-----------------------|
| C1       | Excavation Below Subgrade                          | -- CY | 200                | 15 <sup>00</sup>    | 3000 <sup>00</sup>    |
| C2       | Furnish and Place Gravel Bedding                   | -- CY | 100                | 77 <sup>00</sup>    | 7700 <sup>00</sup>    |
| C3       | Furnish and Place Special Backfill                 | -- CY | 200                | 160 <sup>00</sup>   | 3520 <sup>00</sup>    |
| C4       | Miscellaneous Excavation and Backfill              | -- CY | 100                | 65 <sup>00</sup>    | 6,500 <sup>00</sup>   |
| C5       | Furnish and Place Miscellaneous 4,500 psi Concrete | -- CY | 100                | 75 <sup>00</sup>    | 7500 <sup>00</sup>    |
| C6       | Secure Modified Proctor Tests                      | -- EA | 6                  | \$200 <sup>00</sup> | \$1,200 <sup>00</sup> |
| C7       | Secure Field Density Tests                         | -- EA | 20                 | \$315 <sup>00</sup> | \$6,300               |
| C8       | Secure Concrete Field Test Cylinders               | -- EA | 20                 | \$145 <sup>00</sup> | \$2,900 <sup>00</sup> |

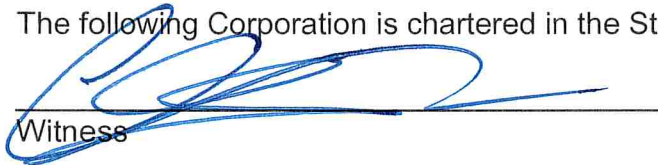
**SUBCONTRACTORS**

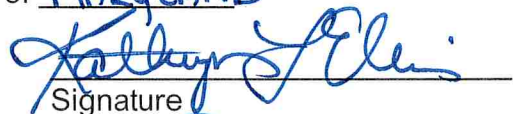
Subcontractor's entered into this contract with trades identified by the Delaware Division of Professional Regulation—including but not limited to Electricians, Elevator Mechanics, HVAC, Plumbers, Surveyors, etc.—shall possess professional licenses by the Delaware Division of Professional Regulation. The undersigned BIDDER proposes to use the following named licensed SUBCONTRACTORS:

- SITE WORK SMI ENVIRONMENTAL
- PAVEMENT RUSSELL PAVING
- CONCRETE ~~SMI~~ D.W. BURT CONCRETE
- STEEL CALVARY STEEL
- CARPENTRY A+ CONSTRUCTION
- FRAMING A+ CONSTRUCTION
- CABINETRY CABINETRY UNLIMITED

DOORS AND HARDWARE Precision Door  
WINDOWS WALKER LABERGE  
DRYWALL A+ CONSTRUCTION  
ACOUSTICAL CEILINGS A+ CONSTRUCTION  
FLOORING FLOORING PARTNERS  
ROOFING ABOVE ALL CONSTRUCTION  
HVAC JOSEPH T. RICHARDSON INC.  
ELECTRICAL FRICK ELECTRIC  
PLUMBING JOSEPH T. RICHARDSON INC.  
FIRE PROTECTION BEAR INDUSTRIES

The following Corporation is chartered in the State of MARYLAND

  
Witness

  
Signature  
VICE PRESIDENT  
Title

CORPORATE SEAL

DELMARVA VETERAN BUILDERS  
Firm Name  
120 E. MARKET. ST.  
SAUSBURY, MD 21801

01.17.2025  
Date

Business Address  
2013606979  
Delaware Contractor's License #

END OF SECTION



# STATE OF DELAWARE

## Department of Finance Division of Revenue

ACTIVE BUSINESS LICENSE  
2013606979

**EFFECTIVE**

01/01/2025 - 12/31/2025

**ISSUED TO**

DELMARVA VETERAN BUILDERS LLC  
PO BOX 621  
SALISBURY MD 21803-0621

**LOCATION**

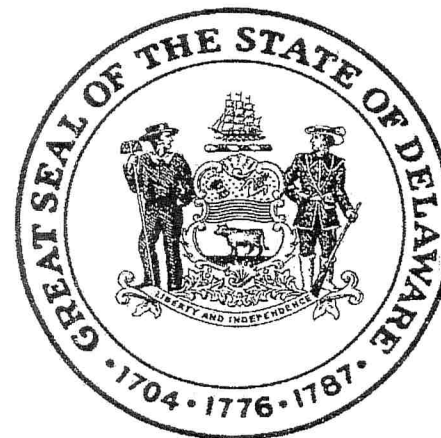
DELMARVA VETERAN BUILDERS LLC  
120 E MARKET ST  
SALISBURY, MD 21801-4927

**TRADE, BUSINESS, OR  
PROFESSIONAL ACTIVITY**

NON-RESIDENT CONTRACTOR

**ISSUED:** 12/05/2024  
**FEE PAID:** \$75.00

Is hereby licensed to practice, conduct, or engage in the occupation or business activity indicated above in accordance with the license application duly filed pursuant to Title 30, Delaware Code.



# 2025

POST CONSPICUOUSLY - NOT TRANSFERABLE







**Certificate Number:**

DE-2022-000007117

Valid for both Private and Public Work



**Registration Date:**

11/23/2022

**Expiration Date:**

11/23/2025

**State of Delaware**

**Department of Labor**

Office of Contractor Registration

**Delaware Contractor Registration Act**

Pursuant to 82 Del. Laws, c. 291, § 2; §3604. Registration required [Effective upon fulfillment of 82 Del. Laws, c. 168, § 6, as amended by 82 Del. Laws, c. 291, § 2] of the Contractor Registration Act. This certificate is required under this chapter before performing construction services or maintenance.

**DELMARVA VETERAN BUILDERS LLC**

**Valid for both Private and Public Work**

**Responsible Representative(s)**

Christopher Eccleston

*Non Transferable*

*This Certificate may not be transferred or assigned  
and may be suspended or revoked by the  
Secretary of the Delaware Department of Labor*

Karryl D. Hubbard

Secretary of the Delaware Department of Labor



 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Delmarva Veteran Builders, LLC  
120 E. Market Street  
Salisbury, MD 21801

**SURETY:**

*(Name, legal status and principal place of business)*  
Old Republic Insurance Company  
445 S. Moorland Road, Suite 200  
Brookfield, WI 53005

**OWNER:**

*(Name, legal status and address)*  
Town of Dewey Beach  
105 Rodney Avenue  
Dewey Beach, DE 19971

**BONDAMOUNT:** \$ Ten Percent of Amount Bid Dollars (10%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
New Dewey Beach Town Hall and Police Department  
1505 Coastal Highway, Dewey Beach, Delaware

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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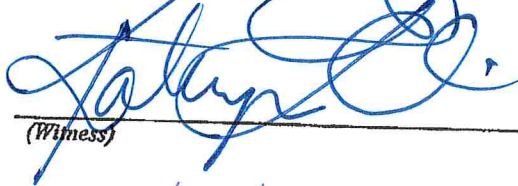
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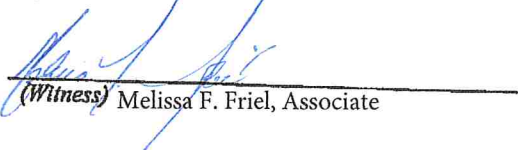
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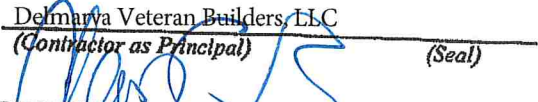


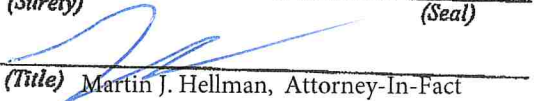
17<sup>th</sup> January, 2025.  
Signed and sealed this day of ,

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) Melissa F. Friel, Associate

Delmarva Veteran Builders, LLC  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

  
\_\_\_\_\_  
(Title) Christopher D. Eccleston, President  
Old Republic Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Martin J. Hellman, Attorney-In-Fact





CONSENT OF SURETY

TO: Town of Dewey Beach  
(OWNER)

RE: Delmarva Veteran Builders, LLC  
(CONTRACTOR)


New Dewey Beach Town Hall and Police Department  
1505 Coastal Highway, Dewey Beach, Delaware  
(PROJECT DESCRIPTION)

This is to certify that Old Republic Insurance Company, as surety, will provide to  
Delmarva Veteran Builders, LLC performance and payment bonds  
(CONTRACTOR)

in the full amount of the contract awarded, or as required in the bid specifications, in the event that said contractor is awarded a contract for the above project.

This Consent of Surety shall remain in force and effect (i) for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract; (ii) if no such period is set forth in the Bid Documents, for 90 days after bid opening; or (iii) as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree otherwise in writing.

Old Republic Insurance Company

  
(AUTHORIZED AGENT OF SURETY COMPANY)  
Martin J. Hellman, Attorney-In-Fact

DATE: January 17, 2025







# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MARTIN J. HELLMAN, MELISSA F. FRIEL of WEST CHESTER, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of August, 2022.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

*Alan Pavlic*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of August, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 17<sup>th</sup> day of January, 2025.

72-6402

*Karen J. Haffner*  
Assistant Secretary

ORSC 11008 (6-93)

OAK RIDGE SURETY AGENCY, INC.



OLD REPUBLIC INSURANCE COMPANY  
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

ADMITTED ASSETS

|   |                               |
|---|-------------------------------|
| Bonds   | \$2,437,976,238               |
| Common stocks   | 566,939,214                   |
| Cash, cash equivalents and short-term investments   | 120,772,726                   |
| Receivable for securities   | 8,372,909                     |
| Bonds, short-term investments and cash held under retrospective rating agreements                   | 313,447,476                   |
| Premiums and considerations – uncollected premiums and agents’ balances in the course of collection | 661,669,481                   |
| Deferred premiums, agents’ balances and installments booked but deferred and not yet due            | 8,211,420                     |
| Accrued retrospective premiums  | 215,155                       |
| Funds held by or deposited with reinsured companies   | 810,334                       |
| Other amounts receivable under reinsurance contracts  | 267,211                       |
| Amounts recoverable from reinsurers   | 161,419,217                   |
| Electronic data processing equipment and software   | 268,156                       |
| Investment income due and accrued   | 24,585,874                    |
| Current federal and foreign Income tax recoverable and interest                                     | 0                             |
| Receivables from parent, subsidiaries and affiliates  | 20,198,502                    |
| Other assets  | 9,182,263                     |
| <b>TOTAL ADMITTED ASSETS</b>  | <u><u>\$4,334,336,176</u></u> |

LIABILITIES AND SURPLUS

|   |                               |
|---|-------------------------------|
| Losses  | \$1,175,443,072               |
| Reinsurance payable on paid losses and loss adjustment expenses       | 15,013,008                    |
| Loss adjustment expenses  | 219,817,905                   |
| Commissions payable, contingent commissions and other similar charges | 11,532,037                    |
| Other expenses (excluding taxes, licenses and fees)                   | 25,048,132                    |
| Taxes, licenses and fees (excluding federal income taxes)             | 60,868,361                    |
| Current federal income taxes  | 538,479                       |
| Net deferred tax liability  | 15,458,464                    |
| Unearned premiums   | 339,360,098                   |
| Dividends declared and unpaid - policyholders                         | 1,324,248                     |
| Advance premium   | 56,528                        |
| Ceded reinsurance premiums payable (net of ceding commissions)        | 535,492,366                   |
| Funds held by company under reinsurance treaties                      | 102,697,887                   |
| Amounts withheld or retained by company for account of others         | 326,945,427                   |
| Remittances and items not allocated                                   | 33,987,377                    |
| Provision for reinsurance   | 48,258,841                    |
| Payable to parent, subsidiaries and affiliates                        | 1,677,450                     |
| Other liabilities   | 13,087,200                    |
| <b>TOTAL LIABILITIES</b>  | <u><u>\$2,926,606,880</u></u> |
| <br>  |                               |
| Common capital stock  | 3,800,004                     |
| Surplus notes   | 155,000,000                   |
| Gross paid in and contributed surplus                                 | 103,869,422                   |
| Unassigned funds (surplus)  | 1,145,059,870                 |
| <b>SURPLUS AS REGARDS POLICYHOLDERS</b>                               | <u><u>\$1,407,729,296</u></u> |
| <br>  |                               |
| <b>TOTAL LIABILITIES AND SURPLUS</b>                                  | <u><u>\$4,334,336,176</u></u> |

Securities carried at \$461,912,884 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN )  
 )SS  
COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2023, according to the best of their information, knowledge and belief, respectively.

\_\_\_\_\_  
Alan P. Pavlic, Vice President

\_\_\_\_\_  
Karen J. Haffner, Vice President

Sworn to and subscribed before me this 4th day of March, 2024.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: July 31, 2027





**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

**SECTION 00 41 13**

**BID FORM**

TO:

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105 RODNEY AVENUE  
DEWEY BEACH, DELAWARE

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**ALTERNATE NO. 5:** Omit all windows on the third floor. Block and rough-in framing for future window install.

DEDUCT: \$ 45,000.00

**ALTERNATE NO. 6:** Omit all ceramic tile. Provide rigid vinyl wall protection system up to 48" A.F.F. over painted moisture resistant drywall where scheduled, and provide fully adhered LVT flooring with heat welded seams to prevent moisture intrusion.

DEDUCT: \$ 1,000.00

**ALTERNATE NO. 7:** Substitute fiberglass doors and frames for hollow metal doors and frames.

*Add*  
~~DEDUCT:~~ \$ 50,000.00

**ALTERNATE NO. 8:** Omit elevator # 2. Provide foundation pit, shaft wall at first floor, and floor block outs for second and third for future install. Provide handicap lift to serve between Grade Vestibule to Processing Vestibule with necessary safeguards, calls, and doors.

DEDUCT: \$ 90,000.00

**ALTERNATE NO. 9:** Omit all ballistic (and fire-rated) exterior glass on first floor and substitute with ballistic and fire-rated glass block with frames and mortar.

DEDUCT: \$ 29,500.00

**ALTERNATE NO. 10:** The cost to omit prevailing wages from labor for the project from first phase of construction.

DEDUCT: \$ 975,000.00

**ALTERNATE NO. 11:** The cost to omit prevailing wages from labor for the project from second phase of construction.

DEDUCT: \$ 315,000.00

**ALTERNATE NO. 12:** The cost in savings for construction if phasing was eliminated from the project and both phases (1+2) were constructed all at one time under prevailing wage rate.

DEDUCT: \$ 0.00

**SCHEDULE C- UNIT PRICES BID – CONTINGENT ITEMS**

CONTINGENT ITEMS: The following unit prices will be utilized for changes in work from that indicated by the Project Manual, upon authorization of the Engineer.

| ITEM NO. | DESCRIPTION  | UNIT  | ESTIMATED QUANTITY | UNIT PRICE          | TOTAL PRICE           |
|----------|--|-------|--------------------|---------------------|-----------------------|
| C1       | Excavation Below Subgrade                          | -- CY | 200                | 15 <sup>00</sup>    | 3000 <sup>00</sup>    |
| C2       | Furnish and Place Gravel Bedding                   | -- CY | 100                | 77 <sup>00</sup>    | 7700 <sup>00</sup>    |
| C3       | Furnish and Place Special Backfill                 | -- CY | 200                | 160 <sup>00</sup>   | 3520 <sup>00</sup>    |
| C4       | Miscellaneous Excavation and Backfill              | -- CY | 100                | 65 <sup>00</sup>    | 6,500 <sup>00</sup>   |
| C5       | Furnish and Place Miscellaneous 4,500 psi Concrete | -- CY | 100                | 75 <sup>00</sup>    | 7500 <sup>00</sup>    |
| C6       | Secure Modified Proctor Tests                      | -- EA | 6                  | \$200 <sup>00</sup> | \$1,200 <sup>00</sup> |
| C7       | Secure Field Density Tests                         | -- EA | 20                 | \$315 <sup>00</sup> | \$6,300               |
| C8       | Secure Concrete Field Test Cylinders               | -- EA | 20                 | \$145 <sup>00</sup> | \$2,900 <sup>00</sup> |

**SUBCONTRACTORS**

Subcontractor's entered into this contract with trades identified by the Delaware Division of Professional Regulation—including but not limited to Electricians, Elevator Mechanics, HVAC, Plumbers, Surveyors, etc.—shall possess professional licenses by the Delaware Division of Professional Regulation. The undersigned BIDDER proposes to use the following named licensed SUBCONTRACTORS:

SITE WORK SMI ENVIRONMENTAL

PAVEMENT RUSSELL PAVING

CONCRETE ~~SMI~~ D.W. BURT CONCRETE

STEEL CALVARY STEEL

CARPENTRY A+ CONSTRUCTION

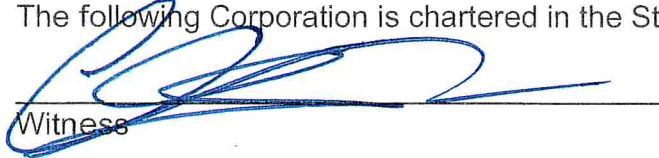
FRAMING A+ CONSTRUCTION

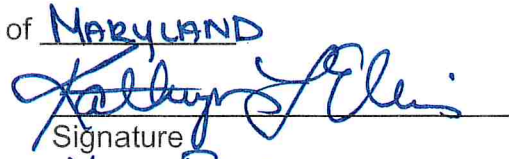
CABINETRY CABINETRY UNLIMITED



DOORS AND HARDWARE Precision Door  
WINDOWS WALKER LABERGIE  
DRYWALL A+ CONSTRUCTION  
ACOUSTICAL CEILINGS A+ CONSTRUCTION  
FLOORING FLOORING PARTNERS  
ROOFING ABOVE ALL CONSTRUCTION  
HVAC Joseph T. Richardson Inc.  
ELECTRICAL FRICK ELECTRIC  
PLUMBING Joseph T. Richardson Inc.  
FIRE PROTECTION BEAR INDUSTRIES

The following Corporation is chartered in the State of MARYLAND

  
Witness

  
Signature  
VICE PRESIDENT  
Title

CORPORATE SEAL

DELMARVA VETERAN BUILDERS  
Firm Name  
120 E. MARKET. ST.  
SAUSBURY, MD 21801

01.17.2025  
Date

Business Address  
2013606979  
Delaware Contractor's License #

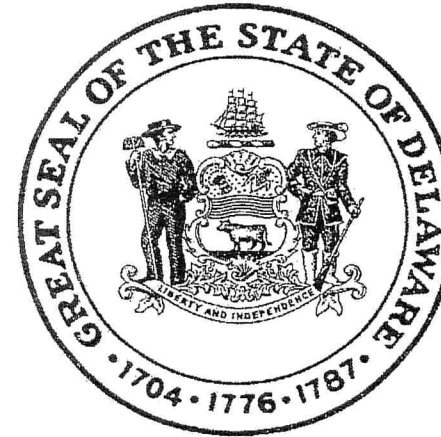
END OF SECTION



# STATE OF DELAWARE

## Department of Finance Division of Revenue

ACTIVE BUSINESS LICENSE  
2013606979



**EFFECTIVE**

01/01/2025 - 12/31/2025

**ISSUED TO**

DELMARVA VETERAN BUILDERS LLC  
PO BOX 621  
SALISBURY MD 21803-0621

**LOCATION**

DELMARVA VETERAN BUILDERS LLC  
120 E MARKET ST  
SALISBURY, MD 21801-4927

**TRADE, BUSINESS, OR  
PROFESSIONAL ACTIVITY**

NON-RESIDENT CONTRACTOR

**2025**

**ISSUED:** 12/05/2024  
**FEE PAID:** \$75.00

Is hereby licensed to practice, conduct, or engage in the occupation or business activity indicated above in accordance with the license application duly filed pursuant to Title 30, Delaware Code.

POST CONSPICUOUSLY - NOT TRANSFERABLE





**Certificate Number:**

DE-2022-000007117

Valid for both Private and Public Work



**Registration Date:**

11/23/2022

**Expiration Date:**

11/23/2025

**State of Delaware**

**Department of Labor**

Office of Contractor Registration

**Delaware Contractor Registration Act**

Pursuant to 82 Del. Laws, c. 291, § 2; §3604. Registration required [Effective upon fulfillment of 82 Del. Laws, c. 168, § 6, as amended by 82 Del. Laws, c. 291, § 2] of the Contractor Registration Act. This certificate is required under this chapter before performing construction services or maintenance.

**DELMARVA VETERAN BUILDERS LLC**

**Valid for both Private and Public Work**

**Responsible Representative(s)**

Christopher Eccleston

*Non Transferable*

*This Certificate may not be transferred or assigned  
and may be suspended or revoked by the  
Secretary of the Delaware Department of Labor*

Karryl D. Hubbard

Secretary of the Delaware Department of Labor



# AIA<sup>®</sup> Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*  
Delmarva Veteran Builders, LLC  
120 E. Market Street  
Salisbury, MD 21801

### SURETY:

*(Name, legal status and principal place of business)*  
Old Republic Insurance Company  
445 S. Moorland Road, Suite 200  
Brookfield, WI 53005

### OWNER:

*(Name, legal status and address)*  
Town of Dewey Beach  
105 Rodney Avenue  
Dewey Beach, DE 19971

BOND AMOUNT: \$ Ten Percent of Amount Bid Dollars (10%)

### PROJECT:

*(Name, location or address, and Project number, if any)*

New Dewey Beach Town Hall and Police Department  
1505 Coastal Highway, Dewey Beach, Delaware

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

int.

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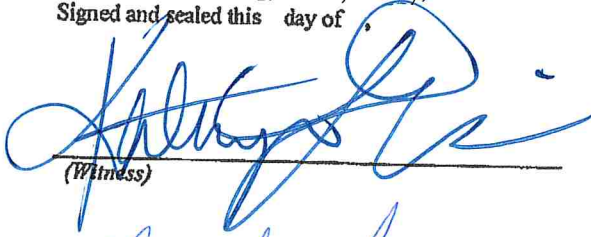
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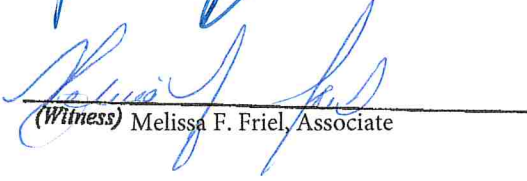
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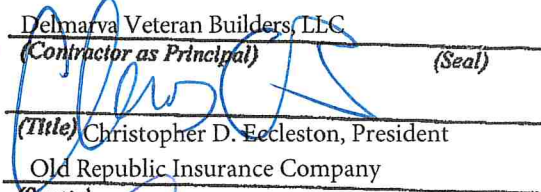


Signed and sealed this 17<sup>th</sup> day of January, 2025.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) Melissa F. Friel, Associate

Delmarva Veteran Builders, LLC  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

  
\_\_\_\_\_  
(Title) Christopher D. Eccleston, President  
Old Republic Insurance Company

\_\_\_\_\_  
(Surety) (Seal)  
\_\_\_\_\_  
(Title) Martin J. Hellman, Attorney-In-Fact





**CONSENT OF SURETY**

TO: Town of Dewey Beach  
(OWNER)

RE: Delmarva Veteran Builders, LLC  
(CONTRACTOR)


New Dewey Beach Town Hall and Police Department  
1505 Coastal Highway, Dewey Beach, Delaware  
(PROJECT DESCRIPTION)

This is to certify that Old Republic Insurance Company, as surety, will provide to  
Delmarva Veteran Builders, LLC performance and payment bonds  
(CONTRACTOR)

in the full amount of the contract awarded, or as required in the bid specifications, in the event that said contractor is awarded a contract for the above project.

This Consent of Surety shall remain in force and effect (i) for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract; (ii) if no such period is set forth in the Bid Documents, for 90 days after bid opening; or (iii) as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree otherwise in writing.

Old Republic Insurance Company

  
(AUTHORIZED AGENT OF SURETY COMPANY)  
Martin J. Hellman, Attorney-In-Fact

DATE: January 17, 2025





# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MARTIN J. HELLMAN, MELISSA F. FRIEL of WEST CHESTER, PA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31st day of August, 2022.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

*Alan Pavlic*  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 31st day of August, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026

### CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 17<sup>th</sup> day of January, 2025.

*Karen J. Haffner*  
Assistant Secretary

72-6402

ORSC 11008 (6-93)

OAK RIDGE SURETY AGENCY, INC.



OLD REPUBLIC INSURANCE COMPANY  
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

ADMITTED ASSETS

|   |                               |
|---|-------------------------------|
| Bonds   | \$2,437,976,238               |
| Common stocks   | 566,939,214                   |
| Cash, cash equivalents and short-term investments   | 120,772,726                   |
| Receivable for securities   | 8,372,909                     |
| Bonds, short-term investments and cash held under retrospective rating agreements                   | 313,447,476                   |
| Premiums and considerations – uncollected premiums and agents’ balances in the course of collection | 661,669,481                   |
| Deferred premiums, agents’ balances and installments booked but deferred and not yet due            | 8,211,420                     |
| Accrued retrospective premiums  | 215,155                       |
| Funds held by or deposited with reinsured companies   | 810,334                       |
| Other amounts receivable under reinsurance contracts  | 267,211                       |
| Amounts recoverable from reinsurers   | 161,419,217                   |
| Electronic data processing equipment and software   | 268,156                       |
| Investment income due and accrued   | 24,585,874                    |
| Current federal and foreign Income tax recoverable and interest                                     | 0                             |
| Receivables from parent, subsidiaries and affiliates  | 20,198,502                    |
| Other assets  | 9,182,263                     |
| <b>TOTAL ADMITTED ASSETS</b>  | <b><u>\$4,334,336,176</u></b> |

LIABILITIES AND SURPLUS

|   |                               |
|---|-------------------------------|
| Losses  | \$1,175,443,072               |
| Reinsurance payable on paid losses and loss adjustment expenses       | 15,013,008                    |
| Loss adjustment expenses  | 219,817,905                   |
| Commissions payable, contingent commissions and other similar charges | 11,532,037                    |
| Other expenses (excluding taxes, licenses and fees)                   | 25,048,132                    |
| Taxes, licenses and fees (excluding federal income taxes)             | 60,868,361                    |
| Current federal income taxes  | 538,479                       |
| Net deferred tax liability  | 15,458,464                    |
| Unearned premiums   | 339,360,098                   |
| Dividends declared and unpaid - policyholders                         | 1,324,248                     |
| Advance premium   | 56,528                        |
| Ceded reinsurance premiums payable (net of ceding commissions)        | 535,492,366                   |
| Funds held by company under reinsurance treaties                      | 102,697,887                   |
| Amounts withheld or retained by company for account of others         | 326,945,427                   |
| Remittances and items not allocated                                   | 33,987,377                    |
| Provision for reinsurance   | 48,258,841                    |
| Payable to parent, subsidiaries and affiliates                        | 1,677,450                     |
| Other liabilities   | 13,087,200                    |
| <b>TOTAL LIABILITIES</b>  | <b><u>\$2,926,606,880</u></b> |
| Common capital stock  | 3,800,004                     |
| Surplus notes   | 155,000,000                   |
| Gross paid in and contributed surplus                                 | 103,869,422                   |
| Unassigned funds (surplus)  | 1,145,059,870                 |
| <b>SURPLUS AS REGARDS POLICYHOLDERS</b>                               | <b><u>\$1,407,729,296</u></b> |
| <b>TOTAL LIABILITIES AND SURPLUS</b>                                  | <b><u>\$4,334,336,176</u></b> |

Securities carried at \$461,912,884 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN )  
 )SS  
COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2023, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2023, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Karen J. Haffner, Vice President

Sworn to and subscribed before me this 4th day of March, 2024.

Notary Public, State of Wisconsin  
My Commission expires: July 31, 2027







 **AIA® Document A305® – 2020**

**Contractor's Qualification Statement**

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

**SUBMITTED BY:** (Organization name and address.) **SUBMITTED TO:** (Organization name and address.)

Delmarva Veteran Builders LLC Dewey Town Hall & Police  
120 E. Market Street 1505 Coastal Highway  
Salisbury, MD 21801 Dewey Beach, DE 19971

**TYPE OF WORK TYPICALLY PERFORMED**  
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

**THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:**  
(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

**CONTRACTOR CERTIFICATION**

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

  
\_\_\_\_\_  
Organization's Authorized Representative Signature Date 01.17.2025

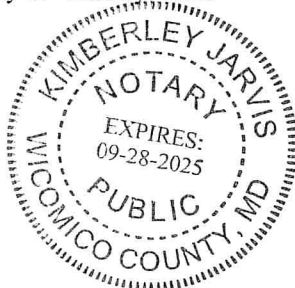
Christopher Eccleston - President  
\_\_\_\_\_  
Printed Name and Title

**NOTARY**

State of: Maryland  
County of: Wicomico  
Signed and sworn to before me this 17th day of January, 2025

  
\_\_\_\_\_  
Notary Signature

My commission expires: 09.28.2025



**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

# Additions and Deletions Report for AIA® Document A305® – 2020

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:04:12 ET on 01/17/2025.

## PAGE 1

Delmarva Veteran Builders LLC      Dewey Town Hall & Police  
120 E. Market Street                1505 Coastal Highway  
Salisbury, MD 21801                 Dewey Beach, DE 19971

...

- [ ]  X Exhibit A – General Information
- [ X ] Exhibit B – Financial and Performance Information
- [ X ] Exhibit C – Project-Specific Information
- [ X ] Exhibit D – Past Project Experience
- [ X ] Exhibit E – Past Project Experience (Continued)

...

\_\_\_\_\_ 01.17.2025 \_\_\_\_\_

...

\_\_\_\_\_ Christopher Eccleston - President \_\_\_\_\_

...

State of: Maryland  
County of: Wicomico  
Signed and sworn to before me this 17th day of January 2025

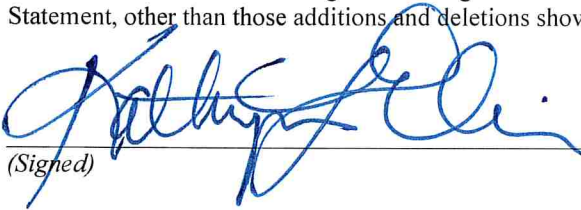
...

**My commission expires:** 09.28.2025

## **Certification of Document's Authenticity**

*AIA® Document D401™ – 2003*

I, Kathryn L. Ellis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:04:12 ET on 01/17/2025 under Order No. 2114503635 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 2020, Contractor's Qualification Statement, other than those additions and deletions shown in the associated Additions and Deletions Report.



---

*(Signed)*

*Vice President & Owner.*

---

*(Title)*

*01.17.25*

---

*(Dated)*





# AIA® Document A305® – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by Delmarva Veteran Builders, LLC and dated the 17th day of January in the year 2025  
(In words, indicate day, month and year.)

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Delmarva Veteran Builders, LLC  
120 E. Market  
Salisbury, MD 21801

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

N/A

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

N/A

§ A.1.1.4 Identify the address of your organization’s principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

120 E. MARKET STREET, SALISBURY, MD 21801

#### § A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

LIMITED LIABILITY CORPORATION

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

MARYLAND

- .2 If your organization is a partnership, identify its partners and its date of organization.

Chris Eccleston and Kathryn Ellis  
Founded January 1, 2013

- .3 If your organization is individually owned, identify its owner and date of organization.

### ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

N/A

- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

N/A

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

**§ A.1.3 Other Information**

§ A.1.3.1 How many years has your organization been in business?

12

§ A.1.3.2 How many full-time employees work for your organization?

22

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

SDVOSB

**§ A.2 EXPERIENCE**

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

\$62,930,000.00

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

\$11,680,000.00

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

\$25,000,000.00

**§ A.3 CAPABILITIES**

§ A.3.1 List the categories of work that your organization typically self-performs.

Project Management, Supervision, Construction Management, Carpentry

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Kathryn Ellis – NCIDQ Certified, and State Licensed Interior Designer; multiple individuals that are LEED+AP, more than half the field supervisors are NCCER certified and trained. All employees are OSHA 10 with over 75% having their OSHA 30 certification. All employees are CPR Trained and Certified. Delmarva Veteran Builders as a licensed Mechanical and Plumbing Engineer on staff, Lou West.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Our team will assist in Design/Build project by helping clients to hire a design team we believe will fit the Owner's preferences and personality. During this design phase, our licensed Interior Designer and Engineer will work with the Owner to help articulate and bridge the discussion between the design team to reduce redesign time and streamline the design process for the hired design team that will allow them to be as effective and productive as possible. Delmarva Veteran Builder's also offer's Pre-Construction services in addition to those stated above that include budget estimates during DD, SD, and CD phases of design; produce scope of work for each trade within a project and bid it out to our subcontractor base; drawing review and constructability reviews at the 50%, 75% and 90% Construction Drawings in order to hone in and make sure the Owner's construction budget is able to be met. Delmarva Veteran Builder's will also help owners during their due diligence period of property procurement to see if the cost of the property, cost of construction, and condition of property will meet the Owner's necessary loan amount.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

No

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Yes, we use both ProContractor by Trimble, and CMiC

#### § A.4 REFERENCES

§ A.4.1 Identify three client references:

*(Insert name, organization, and contact information)*

1. Al Guckes, Hertrich Family Automotive Group, (302)245-7663, [aguckes@hertrichs.com](mailto:aguckes@hertrichs.com)
2. Harry Singh, H&R Hospitality, (609)610-9904, [vzharry@gmail.com](mailto:vzharry@gmail.com)
3. Dean Dashiell, Town of Ocean City Public Works Senior Project Manager, (410)520-5428, [ddashiell@oceancitymd.gov](mailto:ddashiell@oceancitymd.gov)

§ A.4.2 Identify three architect references:

*(Insert name, organization, and contact information)*

1. Evan Gray, AIA; Manns Woodward Architecture, (410)705-5128; [egrav@mwsarch.com](mailto:egrav@mwsarch.com)
2. Michael Bauman, Davis Bowen & Friedel, Inc.; (302)424-1441, [mpb@dbfinc.com](mailto:mpb@dbfinc.com)
3. Bill Sieg, Becker Morgan Group, Inc. (410)546-9100 x1360, [wsieg@beckermorgan.com](mailto:wsieg@beckermorgan.com)

§ A.4.3 Identify one bank reference:

*(Insert name, organization, and contact information)*

Brian Richards, Senior Vice President M&T Bank, 302-855-2808, [brichards@mtb.com](mailto:brichards@mtb.com)

§ A.4.4 Identify three subcontractor or other trade references:

*(Insert name, organization, and contact information)*

1. Keith White, Salisbury Door & Hardware, (410)892-2000, [keith@salisburydoor.com](mailto:keith@salisburydoor.com)

2. Craig Stonesifer, Peninsula Acoustical, (302)653-3551, [craig.peninsula@gmail.com](mailto:craig.peninsula@gmail.com)
3. Dave Tomey, Tomey Electric, (410)228-8130, [dtomey@tomeyelectric.com](mailto:dtomey@tomeyelectric.com)



## **Additions and Deletions Report for** **AIA® Document A305® – 2020 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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### **PAGE 1**

This Exhibit is part of the Contractor's Qualification Statement, submitted by Delmarva Veteran Builders, LLC and dated the 17th day of January in the year 2025

...

Delmarva Veteran Builders, LLC  
120 E. Market  
Salisbury, MD 21801

...

N/A

...

N/A

...

120 E. MARKET STREET, SALISBURY, MD 21801

...

LIMITED LIABILITY CORPORATION

...

MARYLAND

...

Chris Eccleston and Kathryn Ellis  
Founded January 1, 2013

### **PAGE 2**

N/A

...

N/A

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N/A

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12

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22

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236220

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SDVOSB

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\$62,930,000.00

...

\$11,680,000.00

...

\$25,000,000.00

...

Project Management, Supervision, Construction Management, Carpentry

**PAGE 3**

Kathryn Ellis – NCIDQ Certified, and State Licensed Interior Designer; multiple individuals that are LEED+AP, more than half the field supervisors are NCCER certified and trained. All employees are OSHA 10 with over 75% having their OSHA 30 certification. All employees are CPR Trained and Certified. Delmarva Veteran Builders as a licensed Mechanical and Plumbing Engineer on staff, Lou West.

...

Our team will assist in Design/Build project by helping clients to hire a design team we believe will fit the Owner's preferences and personality. During this design phase, our licensed Interior Designer and Engineer will work with the Owner to help articulate and bridge the discussion between the design team to reduce redesign time and streamline the design process for the hired design team that will allow them to be as effective and productive as possible. Delmarva Veteran Builder's also offer's Pre-Construction services in addition to those stated above that include budget estimates during DD, SD, and CD phases of design; produce scope of work for each trade within a project and bid it out to our subcontractor base; drawing review and constructability reviews at the 50%, 75% and 90% Construction Drawings in order to hone in and make sure the Owner's construction budget is able to be met. Delmarva Veteran Builder's will also help owners during their due diligence period of property procurement to see if the cost of the property, cost of construction, and condition of property will meet the Owner's necessary loan amount.

...

No

...

Yes, we use both ProContractor by Trimble, and CMiC

...

1. Al Guckes, Hertrich Family Automotive Group, (302)245-7663, aguckes@hertrichs.com
2. Harry Singh, H&R Hospitality, (609)610-9904, vzharry@gmail.com
3. Dean Dashiell, Town of Ocean City Public Works Senior Project Manager, (410)520-5428, ddashiell@oceancitymd.gov

...

1. Evan Gray, AIA; Manns Woodward Architecture, (410)705-5128; egray@mwsarch.com
2. Michael Bauman, Davis Bowen & Friedel, Inc.; (302)424-1441, mpb@dbfinc.com
3. Bill Sieg, Becker Morgan Group, Inc. (410)546-9100 x1360, wsieg@beckermorgan.com

...

Brian Richards, Senior Vice President M&T Bank, 302-855-2808, brichards@mtb.com

...

1. Keith White, Salisbury Door & Hardware, (410)892-2000, keith@salisburydoor.com
2. Craig Stonesifer, Peninsula Acoustical, (302)653-3551, craig.peninsula@gmail.com
3. Dave Tomey, Tomey Electric, (410)228-8130, dtomey@tomeyelectric.com



# AIA<sup>®</sup> Document A305<sup>®</sup> – 2020 Exhibit B

## **Financial and Performance Information**

This Exhibit is part of the Contractor's Qualification Statement, submitted by Delmarva Veteran Builders, LLC and dated the 17th day of January in the year 2025  
(In words, indicate day, month and year.)

### **§ B.1 FINANCIAL**

**§ B.1.1** Federal tax identification number:

45-5463232

**§ B.1.2** Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

SEE ATTACHED DOCUMENTS

**§ B.1.3** Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

NO

**§ B.1.4** Identify your organization's preferred credit rating agency and identification information.

*(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)*

DUNS #078596364

### **§ B.2 DISPUTES AND DISCIPLINARY ACTIONS**

**§ B.2.1** Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

*(If the answer is yes, provide an explanation.)*

NO

**§ B.2.2** In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

*(If the answer to any of the questions below is yes, provide an explanation.)*

.1 failed to complete work awarded to it?

NO

.2 been terminated for any reason except for an owners' convenience?

NO

### **ADDITIONS AND DELETIONS:**

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

NO

.4 filed any lawsuits or requested arbitration regarding a construction project?

NO

**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

*(If the answer to any of the questions below is yes, provide an explanation.)*

.1 been convicted of, or indicted for, a business-related crime?

NO

.2 had any business or professional license subjected to disciplinary action?

NO

.3 been penalized or fined by a state or federal environmental agency?

NO

# **Additions and Deletions Report for** *AIA® Document A305® – 2020 Exhibit B*

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## **PAGE 1**

This Exhibit is part of the Contractor's Qualification Statement, submitted by Delmarva Veteran Builders, LLC and dated the 17th day of January in the year 2025

...

45-5463232

...

SEE ATTACHED DOCUMENTS

...

NO

...

DUNS #078596364

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NO

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NO

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NO

## **PAGE 2**

NO

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NO

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# AIA<sup>®</sup> Document A305<sup>®</sup> – 2020 Exhibit C

## ***Project Specific Information***

This Exhibit is part of the Contractor's Qualification Statement, submitted by Delmarva Veteran Builders, LLC and dated the 17th day of January in the year 2025  
*(In words, indicate day, month and year.)*

### **PROJECT:**

*(Name and location or address.)*

Dewey Town Hall & Police  
1505 Coastal Highway  
Dewey Beach, DE 19971

### **CONTRACTOR'S PROJECT OFFICE:**

*(Identify the office out of which the contractor proposes to perform the work for the Project.)*

120 E. Market Street  
Salisbury, MD 21801

### **TYPE OF WORK SOUGHT**

*(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)*

General Contracting

### **CONFLICT OF INTEREST**

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

NONE

### **§ C.1 PERFORMANCE OF THE WORK**

**§ C.1.1** When was the Contractor's Project Office established?

2019

**§ C.1.2** How many full-time field and office staff are respectively employed at the Contractor's Project Office?

22

**§ C.1.3** List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

DE BUSINESS LICENSE #2013606979  
DE CONTRACTOR REGISTRATION #DE-2022-000007117

**§ C.1.4** Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office

### **ADDITIONS AND DELETIONS:**

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location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

1. Kathryn Ellis CID CIDQ, Vice President & Owner – Project Executive; located out of main corporate office, Ocean City Fire Station #3, Millsboro Police Department, USPS Annex Dover DE
2. Frank Berterman, Superintendent; NCCER, OSHA 30, CPR, DE Blue Card; will be located on-site daily while construction is occurring in a supplied project office/trailer; Rehoboth Beach Life Saving Station, Rivendale Condominium (300,000SF), Dewey Beach Hyatt & Lighthouse Restaurant, Lighthouse Cove, Snow Hill States Attorney's Office, Stowaway Grand Hotel Ocean City.
3. Lou West, Project Manager, CQMC LEED+APBDC QCXP, located out of main corporate office with 50% of time in the field at the onsite trailer; Department of Commerce (\$800,000,000.00), Madison Dormitory Refurb at FBI Quantico, White House West Wing Refurb., numerous secure projects for the US Government in McLean, Virginia.

**§ C.1.5** Identify portions of work that you intend to self-perform on this Project.

NONE

**§ C.1.6** To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

See attached bid form.

**§ C.2 EXPERIENCE RELATED TO THE PROJECT**

**§ C.2.1** Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

**§ C.2.2** State the total dollar value of work currently under contract at the Contractor's Project Office:

\$62,930,000.00

**§ C.2.3** Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

\$11,680,000.00

**§ C.2.4** State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

\$25,000,000.00 / year

**§ C.2.5** List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

100 Projects, largest completed with a dollar value of \$10,500,000.00

**§ C.3 SAFETY PROGRAM AND RECORD**

**§ C.3.1** Does the Contractor's Project Office have a written safety program?

YES

**§ C.3.2** List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

NONE

**§ C.3.3** Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

YES

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

NO

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

YES

§ C.5.2 Surety company name:

OAK RIDGE SURETY AGENCY

§ C.5.3 Surety agent name and contact information:

Martin J. Hellman  
Vice President  
2 West Market Street – Ste 100  
West Chester, PA 19382  
Phone (610) 500-1115

§ C.5.4 Total bonding capacity:

\$50,000,000.00

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

\$39,000,000.00

## **Additions and Deletions Report for AIA® Document A305® – 2020 Exhibit C**

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### **PAGE 1**

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...

Dewey Town Hall & Police  
1505 Coastal Highway  
Dewey Beach, DE 19971

...

120 E. Market Street  
Salisbury, MD 21801

...

General Contracting

...

NONE

...

2019

...

22

...

DE BUSINESS LICENSE #2013606979  
DE CONTRACTOR REGISTRATION #DE-2022-000007117

### **PAGE 2**

1. Kathryn Ellis CID CIDQ, Vice President & Owner – Project Executive; located out of main corporate office, Ocean City Fire Station #3, Millsboro Police Department, USPS Annex Dover DE
2. Frank Berterman, Superintendent; NCCER, OSHA 30, CPR, DE Blue Card; will be located on-site daily while construction is occurring in a supplied project office/trailer; Rehoboth Beach Life Saving Station, Rivendale Condominium (300,000SF), Dewey Beach Hyatt & Lighthouse Restaurant, Lighthouse Cove, Snow Hill States Attorney's Office, Stowaway Grand Hotel Ocean City.

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...

NONE

...

See attached bid form.

...

\$62,930,000.00

...

\$11,680,000.00

...

\$25,000,000.00 / year

...

100 Projects, largest completed with a dollar value of \$10,500,000.00

...

YES

...

NONE

**PAGE 3**

YES

...

NO

...

YES

...

OAK RIDGE SURETY AGENCY

...

Martin J. Hellman

Vice President

2 West Market Street – Ste 100

West Chester, PA 19382

Phone (610) 500-1115

...

\$50,000,000.00

...

\$39,000,000.00



# AIA<sup>®</sup> Document A305<sup>®</sup> – 2020 Exhibit D

## Contractor's Past Project Experience

|                                      | 1   | 2  | 3  | 4  |
|--------------------------------------|---|--|--|--|
| PROJECT NAME                         | OC Fire Station #3  | Millsboro Police Dept  | Bethany Beach Training Site  | USPS-Dover   |
| PROJECT LOCATION                     | 6503 Coastal Hwy<br>Ocean City, MD 21842  | Ellis St<br>Millsboro, DE 19966  | 163 Scannel Blvd<br>Bethany Beach, DE<br>19930   | 350 S. Queen St<br>Dover, DE 19904   |
| PROJECT TYPE                         | New Build   | New Build  | New Build  | New Build  |
| OWNER                                | Mayor & City Council of<br>OC MD<br>301 Baltimore Ave<br>Ocean City, MD 21842   | Town of Millsboro<br>322 Wilson Hwy<br>Millsboro, DE 19966   | DE Army National<br>Guard<br>1 Vavala Way<br>New Castle DE 19720   | USPS, Facilities<br>Implementation<br>141 Goundry St<br>North Tonawanda, NY<br>14120-0908  |
| ARCHITECT                            | Manns Woodward<br>Studios<br>10839-D Philadelphia<br>Rd<br>White Marsh, MD 21162  | Davis, Bowen & Friedel<br>100 E Main St-Ste 200<br>Salisbury, MD 21804   | The Jaed Corp<br>2500 Wrangle Hill Rd<br>Ste 100<br>Bear, DE 19701   | A+E Group, JV<br>140 Maffet St<br>Wilkes-Barre PA 18705  |
| CONTRACTOR'S<br>PROJECT<br>EXECUTIVE | Kathryn Ellis<br>Vice President   | Kathryn Ellis<br>Vice President  | Kathryn Ellis<br>Vice President  | Kathryn Ellis<br>Vice President  |
| KEY PERSONNEL<br>(include titles)    | Cory Bolduc<br>Superintendant   | Allan Vaughan<br>Superintendent<br><br>Joey Joseph-PM  | Jay Deputy<br>Superintendent   | Jay Deputy<br>Superintendent   |
| PROJECT DETAILS                      | Contract Amount<br>\$9,870,421.23<br><br>Completion Date<br>10.14.24<br><br>% Self-Performed Work<br>0  | Contract Amount<br>\$7,446,805.42<br><br>Completion Date<br>04.08.24<br><br>% Self-Performed Work<br>0   | Contract Amount<br>\$3,357,522.44<br><br>Completion Date<br>08.29.22<br><br>% Self-Performed Work<br>0   | Contract Amount<br>\$8,540,830.70<br><br>Completion Date<br>08.28.21<br><br>% Self-Performed Work<br>0   |
| PROJECT<br>DELIVERY<br>METHOD        | <input type="checkbox"/> Design-bid-build<br><input checked="" type="checkbox"/> Design-build<br><input checked="" type="checkbox"/> CM constructor<br><input type="checkbox"/> CM advisor<br><input type="checkbox"/> Other: | <input checked="" type="checkbox"/> Design-bid-build<br><input type="checkbox"/> Design-build<br><input type="checkbox"/> CM constructor<br><input type="checkbox"/> CM advisor<br><input type="checkbox"/> Other: | <input checked="" type="checkbox"/> Design-bid-build<br><input type="checkbox"/> Design-build<br><input type="checkbox"/> CM constructor<br><input type="checkbox"/> CM advisor<br><input type="checkbox"/> Other: | <input checked="" type="checkbox"/> Design-bid-build<br><input type="checkbox"/> Design-build<br><input type="checkbox"/> CM constructor<br><input type="checkbox"/> CM advisor<br><input type="checkbox"/> Other: |
| SUSTAINABILITY<br>CERTIFICATIONS     | N/A   | N/A  | N/A  | N/A  |







# 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 company providing this insurance.

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

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

## 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 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.

- 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" which occurs during the policy period and was not, prior to the policy period, known to have occurred by 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, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "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.

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- e. 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".

### 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 that 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 attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (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 attorneys' 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. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of 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 whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

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is used to heat, cool or dehumidify the building, or produced by or originating from 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) If such "pollutants" 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 or were at any time performing operations 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

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- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

### 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) 50 feet long or less; and
  - (b) Not being used to carry any person or property 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:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

### (6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

### 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" arising 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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of 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), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of 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.

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.

### 2. Exclusions

This insurance does not apply to:

#### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

### b. Material Published With Knowledge Of Falsity

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

### c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' 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.

### f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

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

"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

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

### j. Insureds In Media And Internet Type Businesses

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

(1) Advertising, "broadcasting" or publishing;



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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or 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 metatag, 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 any governmental authority or any other person or organization 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" arising 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. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

### q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

### r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) 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

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

### s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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

## 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:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) 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.

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### SUPPLEMENTARY PAYMENTS

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 \$2,500 for the 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 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 court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - 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" or offense 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 – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", 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, settlements or medical expenses; 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. 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 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 "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 Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

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

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

## COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
    - (1) 50 feet long or less; and
    - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only 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.
- For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
- a. An organization, other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.
- The insurance provided to such premises owner, manager or lessor is subject to the following provisions:
- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such premises owner, manager or lessor does not apply to:
    - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor is subject to the following provisions:
- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint

## COMMERCIAL GENERAL LIABILITY

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

### SECTION III – LIMITS OF INSURANCE

1. 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. 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. 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. Subject to Paragraph 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 injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 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".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

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

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

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

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

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

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

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (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. 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. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
      - (iii) An executive officer or director of any other organization; or
      - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
    - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
  - (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 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 valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

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

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

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

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

**a. Primary Insurance**

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

**b. Excess Insurance**

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

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



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### 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.

### d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

## 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

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

## 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

If the insured has rights to recover all or part of any payment 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.

## 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 a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

## COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
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 Paragraph 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 Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph 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 a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "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.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
13. "Insured contract" means:
- 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 "premises damage" is not an "insured contract";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - 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", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) 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, roadbeds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) 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 Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
14. "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".
15. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - 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".
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;

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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 Paragraph 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 Paragraph 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 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.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "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.

## COMMERCIAL GENERAL LIABILITY

### 21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1) Fire;
  - (2) Explosion;
  - (3) Lightning;
  - (4) Smoke resulting from fire, explosion or lightning; or
  - (5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

### 22. "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.

### 23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

## COMMERCIAL GENERAL LIABILITY

- 25.** "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.
- 26.** "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.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "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.
- 31.** "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.**

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

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

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

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

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

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

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



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

**THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.**

**COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.**

**PLEASE READ THE ENTIRE POLICY CAREFULLY.**

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

### **SECTION I – COVERAGES**

#### **A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
  - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
    - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

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Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

### **B. COVERAGE B – UMBRELLA LIABILITY**

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.
2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:
  - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
  - b. The "bodily injury" or "property damage" occurs during the policy period; and
  - c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, 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, in whole or in part, 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.
3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
  - a. Which occurs during the policy period; and
  - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B –**

**UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "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. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

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

7. 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".

8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

**C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
  - a. Arise out of a "crisis management event" that first commences during the policy period;
  - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
  - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:

- a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
- b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

**D. DEFENSE AND SUPPLEMENTARY PAYMENTS**

1. We will have the right and duty to defend the insured:

- a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.

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2. We have no duty to defend any insured against any "suit":
  - a. Seeking damages to which this insurance does not apply; or
  - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. The cost of:
    - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
    - (2) Appeal bonds and bonds to release attachments;but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
  - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - e. 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.
  - f. All interest that accrues on the full amount of any judgment 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. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

## SECTION II – WHO IS AN INSURED

### A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
  - a. The limits of insurance afforded to such person or organization will be:
    - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
    - (2) The limits of insurance of this policy; whichever is less; and
  - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

### B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

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

3. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "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 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 "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 Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

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

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. 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. Your legal representative if you die, but only with respect to duties as such. That

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representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and 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 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage for such organization does not apply to:
    - (1) "Bodily injury" or "property damage" that occurred; or
    - (2) "Personal injury" or "advertising injury" arising out of an offense committed;before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named 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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED.**

### **C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES**

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named 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**

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:
  1. Insureds;
  2. Claims made or "suits" brought;
  3. Number of vehicles involved;
  4. Persons or organizations making claims or bringing "suits"; or
  5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the

limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

**B.** The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

**C.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

**D.** Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

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

**E.** The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

**F.** The limits of insurance of this policy 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. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

#### SECTION IV – EXCLUSIONS

This insurance does not apply to:

**A.** With respect to Coverage **A** and Coverage **B**:

##### 1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.
- c. 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, asbestos, asbestos fibers or products containing asbestos; or
  - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

##### 2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or

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(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

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

### 3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

### 4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

### 5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have

the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

### 6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;
- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

### 7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. 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
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

### 8. Workers Compensation And Similar Laws

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

## B. With respect to Coverage B:

### 1. Expected Or Intended Bodily Injury Or Property Damage

"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.

### 2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" 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 that the insured would have in the absence of the contract or agreement.



**3. Liquor Liability**

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

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**4. Employers Liability**

"Bodily injury" to:

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

This exclusion applies:

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

**5. Pollution**

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization 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 any governmental authority or any other person or organization 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".

**6. Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft 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 that is owned or operated by or rented or loaned to any insured.

**7. Auto**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". 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 "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

**8. Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any 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,

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maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
  - (1) You own; or
  - (2) You do not own and is not being used to carry any person or property for a charge.

### 9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

### 10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, 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;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. 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;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

### 11. 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:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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.

### 12. 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:

- a. "Your product";
- b. "Your work"; or
- c. "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.

### 13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

### 14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

### 15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**16. Knowing Violation Of Rights Of Another**

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

**17. Material Published With Knowledge Of Falsity**

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

**18. Material Published Or Used Prior To Policy Period**

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**19. Criminal Acts**

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

**20. Breach Of Contract**

"Personal injury" or "advertising injury" arising out of a breach of contract.

**21. Quality Or Performance Of Goods – Failure To Conform To Statements**

"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".

**22. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**23. Intellectual Property**

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;

- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**24. Insureds In Media And Internet Type Business**

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**25. Electronic Chatrooms Or Bulletin Boards**

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

**26. Unauthorized Use Of Another's Name Or Product**

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

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### C. With respect to Coverage C:

#### **Newly Acquired, Controlled Or Formed Entities**

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

## SECTION V – CONDITIONS

### A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

### B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

### C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

### E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

### F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
  - a. How, when and where the "event" or "occurrence" took place;
  - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
  - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage **A**, the insured must:
  - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
  - b. Comply with the terms of the "underlying insurance"; and
  - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - b. Authorize us to obtain necessary records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
  - d. 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 Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
  - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
  - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

#### G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
  - a. How, when and where that "crisis management event" took place;
  - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
  - c. The nature and location of any injury or damage arising out of that "crisis management event"; and
  - d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

#### H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

#### I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
  - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

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- b. You have paid all premiums due for this policy at the time you make such request;
  - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
  - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
  4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

### J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

### K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
  - 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 insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
    - a. Are not payable under the terms of this insurance; or
    - b. 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.

### L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
  - a. Coverage;
  - b. Limits of insurance;
  - c. Termination of any coverage; or
  - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

### M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

**N. PREMIUM**

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

**O. PREMIUM AUDIT**

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

**P. PROHIBITED COVERAGE – UNLICENSED INSURANCE**

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
  - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
  - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

**Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS**

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

**R. REPRESENTATIONS**

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

**S. SEPARATION OF INSURED**

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

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

## UMBRELLA

### T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and 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, and with respect to Coverage **A**, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
  - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
  - b. Next, to us; and
  - c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

### U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
  - a. A court decision; or
  - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

## SECTION VI – DEFINITIONS

### A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
    - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2) and (3) of COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES;** and
    - b. The applicable limit of insurance of any "other insurance" that applies.
- The limits of insurance in any policy of "underlying insurance" will apply even if:
- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
  - b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "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.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.



5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
  - a. Another insurance company;
  - b. Us or any of our affiliated insurance companies;
  - c. Any risk retention group;
  - d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
  - e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

- a. Any "underlying insurance"; or
  - b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "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 the work called for in your contract has been completed;
        - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
        - (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 a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.
9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:
  - a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.
10. "Underlying insurance":
  - a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
  - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
  - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

## UMBRELLA

**B.** With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads,

including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

- b. California's Song-Beverly Credit Card Act and any of its amendments; or
  - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "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 the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
11. "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".
12. "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".
13. "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 Paragraph 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 Paragraph 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 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.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

## UMBRELLA

### 14. "Occurrence" means:

#### a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

#### b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

#### c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

### 15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

### 16. "Personal injury":

#### a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

#### b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

17. "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.

### 18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all

"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

- b. The applicable limit of insurance of any "other insurance" that applies.

**20. "Slogan":**

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

**21. "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.

**22. "Title"** means the name of a literary or artistic work.

**23. "Unsolicited communication"** means any communication, in any form, that the recipient of such communication did not specifically request to receive.

**24. "Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

**25. "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.

**26. "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.

**C. With respect to Coverage C:**

- 1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
- 2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
  - a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
  - b. Significant adverse regional or national media coverage.
- 3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
  - a. For the reasonable and necessary:
    - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

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- (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
- b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
  - (1) Medical expenses;
  - (2) Funeral expenses;
  - (3) Psychological counseling;
  - (4) Travel expenses;
  - (5) Temporary living expenses;
  - (6) Expenses to secure the scene of a "crisis management event"; or
  - (7) Any other expenses pre-approved by us.
- 4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
- 5. "Executive officer" means your:
  - a. Chief Executive Officer;
  - b. Chief Operating Officer;
  - c. Chief Financial Officer;
  - d. President;
  - e. General Counsel;
  - f. General partner (if you are a partnership); or
  - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

# DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2235367

COMMERCIAL GENERAL LIABILITY  
CG 25 04 05 09

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, EACH DESIGNATED LOCATION LISTED ON THE SCHEDULE OF LOCATIONS SHOWN ON THE DECLARATION PAGE FOR THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

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

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.





March 9, 2022

To whom it may concern

RE: Delmarva Veterans Builders  
120 E. Market St  
Salisbury MD 21801

Delmarva Veterans Builders Inc has entered a co-employment relationship with Barrett Business Services, Inc. (BBSI). BBSI is a Professional Employer Organization (PEO) and is a national, publicly traded company.

As recognized by the National Council on Compensation Insurance (NCCI) and federal and state law, the co-employment relationship allows BBSI to include client employees within its self-insured workers' compensation program. As such, all applicable statutory and regulatory expectations are met for the client regarding workers' compensation coverage as extended by BBSI.

Consistent with state and regulatory policy, BBSI issues a single standard policy for the PEO and all of its clients, including the client, who is listed specifically as an insured under this policy as evidenced by the workers' compensation certificate of insurance accompanying this letter and the letter of self-insurance.

Accordingly, the Experience Modification Factor (EMR) for Delmarva Veterans Builders, for the three years stated:

**DE. 1.0**

**MD. 1.0**

**VA. 1.0**

**Policy effective dates are 7/1/2021 – 6/30/2022.**

**Policy effective dates are 7/1/2020 – 6/30/2021.**

**Policy effective dates are 7/1/2019 – 6/30/2020.**

Please feel free to contact us with any questions regarding the client as it pertains to their workers' compensation program and the Experience Modification Factor.

Thomas Townsend CHST  
Risk Consultant  
220 E. Main St., Suite B  
Salisbury, MD 21801  
443-669-4579c  
Fax (410) 202.2471





May 23, 2024

To whom it may concern

RE: Delmarva Veterans Builders  
120 E. Market St  
Salisbury MD 21801

Delmarva Veterans Builders Inc has entered a co-employment relationship with Barrett Business Services, Inc. (BBSI). BBSI is a Professional Employer Organization (PEO) and is a national, publicly traded company.

As recognized by the National Council on Compensation Insurance (NCCI) and federal and state law, the co-employment relationship allows BBSI to include client employees within its self-insured workers' compensation program. As such, all applicable statutory and regulatory expectations are met for the client regarding workers' compensation coverage as extended by BBSI.

Consistent with state and regulatory policy, BBSI issues a single standard policy for the PEO and all of its clients, including the client, who is listed specifically as an insured under this policy as evidenced by the workers' compensation certificate of insurance accompanying this letter and the letter of self-insurance.

Accordingly, the Experience Modification Factor (EMR) for Delmarva Veterans Builders, for 2023 was:

**MD. 0.90**

Please feel free to contact us with any questions regarding the client as it pertains to their workers' compensation program and the Experience Modification Factor.

Thomas Townsend CHST  
Risk Consultant  
220 E. Main St., Suite B  
Salisbury, MD 21801  
443-669-4579c  
Fax (410) 202.2471  
[tom.townsend@bbsi.com](mailto:tom.townsend@bbsi.com)





January 17, 2025

To whom it may concern

RE: Delmarva Veterans Builders  
120 E. Market St  
Salisbury MD 21801

Delmarva Veterans Builders Inc has entered a co-employment relationship with Barrett Business Services, Inc. (BBSI). BBSI is a Professional Employer Organization (PEO) and is a national, publicly traded company.

As recognized by the National Council on Compensation Insurance (NCCI) and federal and state law, the co-employment relationship allows BBSI to include client employees within its self-insured workers' compensation program. As such, all applicable statutory and regulatory expectations are met for the client regarding workers' compensation coverage as extended by BBSI.

Consistent with state and regulatory policy, BBSI issues a single standard policy for the PEO and all of its clients, including the client, who is listed specifically as an insured under this policy as evidenced by the workers' compensation certificate of insurance accompanying this letter and the letter of self-insurance.

Accordingly, the Experience Modification Factor (EMR) for Delmarva Veterans Builders, is:

**DE. 0.9**

**MD. 0.9**

**VA. 1.0**

**Policy effective date is 7/1/2024**

Please feel free to contact us with any questions regarding the client as it pertains to their workers' compensation program and the Experience Modification Factor.

Thomas Townsend CHST  
Risk Consultant  
220 E. Main St., Suite B  
Salisbury, MD 21801  
443-669-4579c  
Fax (410) 202.2471  
[tom.townsend@bbsi.com](mailto:tom.townsend@bbsi.com)





**OAK RIDGE**  
SURETY AGENCY

P: 610-701-8699

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A Hilb Group Company

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2 West Market Street, Suite 100, West Chester, PA 19382  
[www.oakridgesurety.com](http://www.oakridgesurety.com)

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May 22, 2024

RE: **Delmarva Veteran Builders, LLC**  
Surety Bonding Capability

To Whom it May Concern:

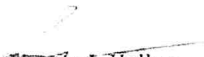
As the surety bond agent for the referenced contractor, please be advised that we have a surety bonding program in place with an "A" Rated, Treasury Listed Surety Bond Company with a day to day single capacity in excess of \$25,000,000 Single and Aggregate Bonded Program of \$50,000,000 to handle Delmarva's day to day surety bond needs.

Naturally, as per standard industry practice, the surety underwriter's willingness to approve issuance of a bond is predicated on their satisfactory review and acceptance of contract language, bond forms, and other pertinent information at the time an actual request for a bond is made. Larger projects and programs will be considered with additional information relative to opportunities that present themselves.

Based on our prior experience and feed-back from previous owners for whom Delmarva Veteran Builders, LLC has performed, we have no doubt they will exceed your expectations should you engage their services under contract.

If you should require any additional information, or if I can be of further assistance, please do not hesitate to contact me directly at (610)500-1115.

Sincerely,  
Oak Ridge Surety Agency, Inc.,  
a Hilb Group Company

  
Martin J. Hellman,  
Vice President





# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| <u>0</u>               | <u>0</u>                                       | <u>0</u>   | <u>0</u>                               |
| (G)                    | (H)  | (I)  | (J)                                    |

### Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|---|
| <u>0</u>                            | <u>0</u>  |
| (K)                                 | (L)   |

### Injury and Illness Types

| Total number of . . . (M)  |          |                         |          |
|----------------------------|----------|-------------------------|----------|
| (1) Injuries               | <u>0</u> | (4) Poisonings          | <u>0</u> |
| (2) Skin disorders         | <u>0</u> | (5) Hearing loss        | <u>0</u> |
| (3) Respiratory conditions | <u>0</u> | (6) All other illnesses | <u>0</u> |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name Delmarva Veteran Builders LLC  
 Street 120 E. Market Street  
 City Salisbury State MD ZIP 21801

Industry description (e.g., *Manufacture of motor truck trailers*)  
Commercial General Contractor

Standard Industrial Classification (SIC), if known (e.g., *3715*)  
 \_\_\_\_\_

OR

North American Industrial Classification (NAICS), if known (e.g., *336212*)  
2 3 6 2 2 0

### Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 19  
 Total hours worked by all employees last year 48448.75

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Kim Martini Office Mgr  
Company executive Title  
443-736-1584 01.03.2023  
Phone Date



OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.**  
 Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 23



U.S. Department of Labor  
 Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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| Number of Cases        |  |  |  |
|------------------------|--|--|--|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
| 0                      | 0  | 0  | 0                                      |
| (G)                    | (H)  | (I)  | (J)                                    |

| Number of Days                      |   |
|-------------------------------------|---|
| Total number of days away from work | Total number of days of job transfer or restriction |
| 0                                   | 0   |
| (K)                                 | (L)   |

| Injury and Illness Types   |   |                         |   |
|----------------------------|---|-------------------------|---|
| Total number of . . . (M)  |   |                         |   |
| (1) Injuries               | 0 | (4) Poisonings          | 0 |
| (2) Skin disorders         | 0 | (5) Hearing loss        | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name Delmarva Veteran Builders, LLC

Street 120 E. Market Street

City Salisbury State MD Zip 21801

Industry description (e.g., *Manufacture of motor truck trailers*)  
Commercial General Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)  

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 2 | 3 | 6 | 2 | 2 | 0 |
|---|---|---|---|---|---|

**Employment information** (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 20

Total hours worked by all employees last year 35,709.00

**Sign here**

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Kim Jarvis Office Manager  
 Company executive Title

Phone 443-736-1584 Date 01.26.2024

Reset



# Summary of Work-Related Injuries and Illnesses

Year 20 24



**U.S. Department of Labor**  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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### Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| <u>0</u>               | <u>0</u>                                       | <u>0</u>   | <u>0</u>                               |
| (G)                    | (H)  | (I)  | (J)                                    |

### Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|---|
| <u>0</u>                            | <u>0</u>  |
| (K)                                 | (L)   |

### Injury and Illness Types

| Total number of . . . (M)  |          |                         |          |
|----------------------------|----------|-------------------------|----------|
| (1) Injuries               | <u>0</u> | (4) Poisonings          | <u>0</u> |
| (2) Skin disorders         | <u>0</u> | (5) Hearing loss        | <u>0</u> |
| (3) Respiratory conditions | <u>0</u> | (6) All other illnesses | <u>0</u> |

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Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name Delmarva Veteran Builders LLC

Street 120 E. Market Street  
 City Salisbury State MD ZIP 21801

Industry description (e.g., *Manufacture of motor truck trailers*)  
Commercial General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)  
 \_\_\_\_\_

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)  
2 3 6 2 2 0

**Employment information** (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 21,136

Total hours worked by all employees last year 39,184

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Kim Jarvis Office Manager  
Company executive Title

443-736-1584  
Phone

01.09.2024  
Date





*PKS & Company, P.A.*

*Certified Public Accountants  
& Advisors to Business*

## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

ANDREW M. HAYNIE, CPA  
SUSAN P. KEEN, CPA  
MICHAEL C. KLEGER, CPA  
JAMES D. MAYBURY, CPA  
E. LEE MCCABE, CPA  
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PKScpa.com

Salisbury  
1801 SWEETBAY DRIVE  
P.O. Box 72  
SALISBURY, MD 21803  
TEL: 410.546.5600  
FAX: 410.548.9576

Ocean City  
12216 OCEAN GATEWAY  
SUITE 800  
OCEAN CITY, MD 21842  
TEL: 410.213.7185  
FAX: 410.213.7638

Lewes  
1143 SAVANNAH ROAD  
SUITE 1  
P.O. Box 192  
LEWES, DE 19958  
TEL: 302.645.5757  
FAX: 302.645.1757

### MEMBERS OF:

AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MARYLAND ASSOCIATION OF  
CERTIFIED PUBLIC ACCOUNTANTS

DELAWARE SOCIETY OF  
CERTIFIED PUBLIC ACCOUNTANTS

ALLIANCE GLOBAL

To Management and Owners  
Delmarva Veteran Builders, LLC  
Salisbury, MD

We have reviewed the accompanying financial statements of Delmarva Veteran Builders, LLC (an S corporation), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Delmarva Veteran Builders, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

**Accountant's Conclusion**

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

The accompanying supplementary information contained in the schedules on pages 17 - 25 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

*PKS & Company, P.A.*

**CERTIFIED PUBLIC ACCOUNTANTS**

Salisbury, MD  
April 5, 2024



**FINANCIAL STATEMENTS**

**DELMARVA VETERAN BUILDERS, LLC**

**BALANCE SHEETS**

**DECEMBER 31, 2023 AND 2022**

**ASSETS**

|  | <u>2023</u>          | <u>2022</u>         |
|--|----------------------|---------------------|
| <b>CURRENT ASSETS</b>  |                      |                     |
| Cash and cash equivalents  | \$ 1,178,594         | \$ 1,617,286        |
| Marketable securities, at fair value   | 1,040,291            | 839,294             |
| Contracts receivable   | 7,293,150            | 2,587,743           |
| Other receivables  | 25,140               | 115,140             |
| Prepaid expenses   | 25,392               | 48,776              |
| Due from Delmarva Veteran Trashforce, LLC                                      | 50,521               | 51,392              |
| Due from Grit Leads to Greatness, LLC  | 995                  |                     |
| Due from members   | 5,289                |                     |
| State income taxes receivable  | 12,227               |                     |
| Costs and estimated earnings in excess<br>of billings on uncompleted contracts | 84,500               | 239,315             |
| Total current assets   | <u>9,716,099</u>     | <u>5,498,946</u>    |
| <b>PROPERTY AND EQUIPMENT</b>  |                      |                     |
| Autos and trucks   | 636,928              | 583,374             |
| Computers and equipment  | 15,257               | 15,257              |
| Construction equipment   | 16,540               | 16,540              |
| Leasehold improvements   | 88,799               | 88,799              |
| Operating lease right-of-use assets, net                                       | 7,895                | 54,174              |
| Less: accumulated depreciation   | (409,721)            | (364,461)           |
| Net property and equipment   | <u>355,698</u>       | <u>393,683</u>      |
| <b>OTHER ASSETS</b>  |                      |                     |
| Deposits   | 150                  | 150                 |
| Total assets   | <u>\$ 10,071,947</u> | <u>\$ 5,892,779</u> |

**LIABILITIES AND MEMBERS' EQUITY**

|  |                      |                     |
|--|----------------------|---------------------|
| <b>CURRENT LIABILITIES</b>   |                      |                     |
| Current portion of long-term debt  | \$ 34,794            | \$ 32,849           |
| Current portion of operating leases payable                                    | 7,895                | 46,279              |
| Accounts payable   | 6,055,688            | 2,987,833           |
| Due to members   |                      | 7,133               |
| Accrued payroll and taxes  | 44,846               | 55,503              |
| Accrued state income taxes   | 910                  | 52,145              |
| Rent deposits  | 1,000                | 1,000               |
| Billings in excess of costs and estimated<br>earnings on uncompleted contracts | 1,183,372            | 531,257             |
| Total current liabilities  | <u>7,328,505</u>     | <u>3,713,999</u>    |
| <b>LONG-TERM LIABILITIES</b>   |                      |                     |
| Long-term debt, less current portion   | 134,419              | 104,775             |
| Operating leases payable, less current portion                                 |                      | 7,895               |
| Total long-term liabilities  | <u>134,419</u>       | <u>112,670</u>      |
| Total liabilities  | <u>7,462,924</u>     | <u>3,826,669</u>    |
| <b>MEMBERS' EQUITY</b>   |                      |                     |
| Members' capital   | <u>2,609,023</u>     | <u>2,066,110</u>    |
| Total liabilities and members' equity  | <u>\$ 10,071,947</u> | <u>\$ 5,892,779</u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**  
**STATEMENTS OF INCOME AND MEMBERS' EQUITY**  
**YEARS ENDED DECEMBER 31, 2023 AND 2022**

|  | <u>2023</u>                | <u>2022</u>                |
|--|----------------------------|----------------------------|
| <b>CONTRACT REVENUES EARNED</b>                  | \$ 24,742,574              | \$ 21,918,127              |
| <b>COST OF CONTRACT REVENUES EARNED</b>          | <u>22,474,960</u>          | <u>19,471,445</u>          |
| Gross profit from operations                     | 2,267,614                  | 2,446,682                  |
| <b>GENERAL AND ADMINISTRATIVE EXPENSES (NET)</b> | <u>1,639,918</u>           | <u>1,554,282</u>           |
| Income from operations                           | <u>627,696</u>             | <u>892,400</u>             |
| <b>OTHER INCOME (EXPENSE)</b>                    |                            |                            |
| Interest expense                                 | (9,373)                    | (2,260)                    |
| Interest income                                  | 4,931                      | 533                        |
| Investment income (loss)                         | 216,466                    | (194,529)                  |
| Gain (loss) on sale of property and equipment    | (23,940)                   | 6,408                      |
| Rental income                                    | 12,000                     | 12,041                     |
| Miscellaneous income                             | <u>167,338</u>             | <u>77,628</u>              |
| Total other income (expense)                     | <u>367,422</u>             | <u>(100,179)</u>           |
| Net income                                       | 995,118                    | 792,221                    |
| Distributions                                    | (452,205)                  | (64,298)                   |
| <b>MEMBERS' EQUITY, BEGINNING OF YEAR</b>        | <u>2,066,110</u>           | <u>1,338,187</u>           |
| <b>MEMBERS' EQUITY, END OF YEAR</b>              | <u><u>\$ 2,609,023</u></u> | <u><u>\$ 2,066,110</u></u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**

**STATEMENTS OF CASH FLOWS**

**YEARS ENDED DECEMBER 31, 2023 AND 2022**

|   | <u>2023</u>         | <u>2022</u>         |
|---|---------------------|---------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                       |                     |                     |
| Net income  | \$ 995,118          | \$ 792,221          |
| Adjustments to reconcile net income to net cash provided by operating activities: |                     |                     |
| Loss (gain) on sale of property and equipment                                     | 23,940              | (6,408)             |
| Depreciation  | 83,803              | 65,055              |
| Amortization - operating lease right-of-use assets                                | 46,279              | 44,468              |
| Accrued (refundable) state PTE payments   | (8,292)             | 35,401              |
| Net changes in current operating assets and liabilities                           | <u>(779,254)</u>    | <u>(308,962)</u>    |
| Net cash provided by operating activities   | <u>361,594</u>      | <u>621,775</u>      |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                       |                     |                     |
| Purchases of property and equipment   | (25,677)            | (74,637)            |
| Proceeds from sale of property and equipment                                      | 14,000              | 7,900               |
| Investment in marketable securities   | <u>(200,997)</u>    | <u>320,884</u>      |
| Net cash provided (used) by investing activities                                  | <u>(212,674)</u>    | <u>254,147</u>      |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>                                       |                     |                     |
| Payments on long-term debt  | (72,771)            | (23,135)            |
| Payments on operating leases payables   | (46,279)            | (44,468)            |
| Payments on loans from members  | (4,932)             | (98,829)            |
| Distributions paid  | <u>(463,630)</u>    | <u>(50,000)</u>     |
| Net cash used by financing activities   | <u>(587,612)</u>    | <u>(216,432)</u>    |
| <br>  |                     |                     |
| Net increase (decrease) in cash   | (438,692)           | 659,490             |
| <br>  |                     |                     |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>                               | <u>1,617,286</u>    | <u>957,796</u>      |
| <br>  |                     |                     |
| <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>                                     | <u>\$ 1,178,594</u> | <u>\$ 1,617,286</u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**  
**STATEMENTS OF CASH FLOWS (CONTINUED)**  
**YEARS ENDED DECEMBER 31, 2023 AND 2022**

|  | 2023           | 2022         |
|--|----------------|--------------|
| <b>CHANGES IN CURRENT OPERATING ASSETS<br/>AND LIABILITIES</b>                 |                |              |
| (Increase) decrease in current assets  |                |              |
| Contracts receivable   | \$ (4,705,407) | \$ 1,363,618 |
| Other receivables  | 90,000         | (115,140)    |
| Due from Delmarva Veteran Trashforce, LLC                                      | 871            | 1,074        |
| Due from Grit Leads to Greatness, LLC  | (995)          |              |
| Prepaid expenses   | 23,384         | (5,605)      |
| Costs and estimated earnings in excess of billings on<br>uncompleted contracts | 154,815        | 191,128      |
| Increase (decrease) in current liabilities                                     |                |              |
| Accounts payable   | 3,067,855      | (1,094,952)  |
| Accrued payroll and taxes  | (10,657)       | (12,729)     |
| Accrued state income taxes   | (51,235)       |              |
| Billings in excess of costs and estimated earnings<br>on uncompleted contracts | 652,115        | (636,356)    |
| Net changes in current operating assets and liabilities                        | \$ (779,254)   | \$ (308,962) |

See accompanying notes and independent accountant's review report.



**PKS** & Company, P.A.

**Certified Public Accountants  
& Advisors to Business**

### INDEPENDENT ACCOUNTANT'S REVIEW REPORT

ANDREW M. HAYNE, CPA  
SUSAN P. KEEN, CPA  
MICHAEL C. KLEGER, CPA  
JAMES D. MAYBURY, CPA  
E. LEE MCCABE, CPA  
JEFFREY A. MICHALIK, CPA  
ROBERT L. MOORE, CPA  
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PKScpa.com

Salisbury  
1801 SWIFTWAY DRIVE  
P.O. Box 72  
SALISBURY, MD 21803  
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P.O. Box 192  
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ALLIANCE GLOBAL

To Management and Owners  
Delmarva Veteran Builders, LLC  
Salisbury, MD

We have reviewed the accompanying financial statements of Delmarva Veteran Builders, LLC (an S corporation), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

#### Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Delmarva Veteran Builders, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

**Accountant's Conclusion**

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

The accompanying supplementary information contained in the schedules on pages 17 - 25 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

*PKS & Company, P.A.*

**CERTIFIED PUBLIC ACCOUNTANTS**

Salisbury, MD  
March 17, 2023

**FINANCIAL STATEMENTS**



**DELMARVA VETERAN BUILDERS, LLC**

**BALANCE SHEETS**

**DECEMBER 31, 2022 AND 2021**

**ASSETS**

|  | 2022                | 2021                |
|--|---------------------|---------------------|
| <b>CURRENT ASSETS</b>  |                     |                     |
| Cash and cash equivalents  | \$ 1,617,286        | \$ 957,796          |
| Marketable securities, at fair value   | 839,294             | 1,160,178           |
| Contracts receivable   | 2,587,743           | 3,951,361           |
| Other receivables  | 115,140             |                     |
| Prepaid expenses   | 48,776              | 43,171              |
| Due from Delmarva Veteran Trashforce, LLC                                      | 51,392              | 52,466              |
| Costs and estimated earnings in excess<br>of billings on uncompleted contracts | 239,315             | 430,443             |
| Total current assets   | <u>5,498,946</u>    | <u>6,595,415</u>    |
| <b>PROPERTY AND EQUIPMENT</b>  |                     |                     |
| Autos and trucks   | 583,374             | 449,444             |
| Computers and equipment  | 15,257              | 15,257              |
| Construction equipment   | 16,540              | 16,540              |
| Leasehold improvements   | 88,799              | 88,799              |
| Operating lease right-of-use assets, net                                       | 54,174              |                     |
| Less: accumulated depreciation   | (364,461)           | (318,620)           |
| Net property and equipment   | <u>393,683</u>      | <u>251,420</u>      |
| <b>OTHER ASSETS</b>  |                     |                     |
| Deposits   | 150                 | 150                 |
| Total other assets   | <u>150</u>          | <u>150</u>          |
| Total assets   | <u>\$ 5,892,779</u> | <u>\$ 6,846,985</u> |

**LIABILITIES AND MEMBERS' EQUITY**

|  |                     |                     |
|--|---------------------|---------------------|
| <b>CURRENT LIABILITIES</b>   |                     |                     |
| Current portion of long-term debt  | \$ 32,849           | \$ 23,135           |
| Current portion of operating leases payable                                    | 46,279              |                     |
| Accounts payable   | 2,987,833           | 4,082,785           |
| Due to members   | 7,133               | 108,408             |
| Accrued payroll and taxes  | 55,503              | 68,232              |
| Accrued state income taxes   | 52,145              |                     |
| Rent deposits  | 1,000               | 1,000               |
| Billings in excess of costs and estimated<br>earnings on uncompleted contracts | 531,257             | 1,167,613           |
| Total current liabilities  | <u>3,713,999</u>    | <u>5,451,173</u>    |
| <b>LONG-TERM LIABILITIES</b>   |                     |                     |
| Long-term debt, less current portion   | 104,775             | 57,625              |
| Operating leases payable, less current portion                                 | 7,895               |                     |
| Total long-term liabilities  | <u>112,670</u>      | <u>57,625</u>       |
| Total liabilities  | <u>3,826,669</u>    | <u>5,508,798</u>    |
| <b>MEMBERS' EQUITY</b>   |                     |                     |
| Members' capital   | 2,066,110           | 1,338,187           |
| Total liabilities and members' equity  | <u>\$ 5,892,779</u> | <u>\$ 6,846,985</u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**  
**STATEMENTS OF INCOME AND MEMBERS' EQUITY**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

|  | <u>2022</u>         | <u>2021</u>         |
|--|---------------------|---------------------|
| <b>CONTRACT REVENUES EARNED</b>                  | \$ 21,918,127       | \$ 27,411,387       |
| <b>COST OF CONTRACT REVENUES EARNED</b>          | <u>19,471,445</u>   | <u>26,448,321</u>   |
| Gross profit from operations                     | 2,446,682           | 963,066             |
| <b>GENERAL AND ADMINISTRATIVE EXPENSES (NET)</b> | <u>1,554,282</u>    | <u>1,342,924</u>    |
| Income (loss) from operations                    | <u>892,400</u>      | <u>(379,858)</u>    |
| <b>OTHER INCOME (EXPENSE)</b>                    |                     |                     |
| Interest expense                                 | (2,260)             | (3,459)             |
| Interest income                                  | 533                 | 300                 |
| Investment income (loss)                         | (194,529)           | 172,196             |
| Gain (loss) on sale of property and equipment    | 6,408               | (174)               |
| Rental income                                    | 12,041              | 11,000              |
| Miscellaneous income (expense)                   | <u>77,628</u>       | <u>(2,041)</u>      |
| Total other income (expense)                     | <u>(100,179)</u>    | <u>177,822</u>      |
| Net income (loss)                                | 792,221             | (202,036)           |
| Distributions                                    | (64,298)            | (288,893)           |
| <b>MEMBERS' EQUITY, BEGINNING OF YEAR</b>        | <u>1,338,187</u>    | <u>1,829,116</u>    |
| <b>MEMBERS' EQUITY, END OF YEAR</b>              | <u>\$ 2,066,110</u> | <u>\$ 1,338,187</u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**

**STATEMENTS OF CASH FLOWS**

**YEARS ENDED DECEMBER 31, 2022 AND 2021**

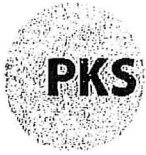
|  | <u>2022</u>         | <u>2021</u>       |
|--|---------------------|-------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>  |                     |                   |
| Net income (loss)  | \$ 792,221          | \$ (202,036)      |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: |                     |                   |
| Gain (loss) on sale of property and equipment  | (6,408)             | 174               |
| Depreciation   | 65,055              | 77,363            |
| Amortization - operating lease right-of-use assets                                       | 44,468              |                   |
| Accrued state PTE payments   | 35,401              |                   |
| Net changes in current operating assets and liabilities                                  | <u>(308,962)</u>    | <u>635,586</u>    |
| Net cash provided by operating activities  | <u>621,775</u>      | <u>511,087</u>    |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>  |                     |                   |
| Purchases of property and equipment  | (74,637)            | (64,070)          |
| Proceeds from sale of property and equipment   | 7,900               | 1,000             |
| Investment in marketable securities  | <u>320,884</u>      | <u>(232,297)</u>  |
| Net cash provided (used) by investing activities   | <u>254,147</u>      | <u>(295,367)</u>  |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>  |                     |                   |
| Payments on long-term debt   | (23,135)            | (38,283)          |
| Payments on operating leases payables  | (44,468)            |                   |
| Proceeds from long-term debt   |                     | 79,521            |
| Payments on loans from members   | (98,829)            |                   |
| Distributions paid   | <u>(50,000)</u>     | <u>(180,485)</u>  |
| Net cash used by financing activities  | <u>(216,432)</u>    | <u>(139,247)</u>  |
| Net increase in cash   | 659,490             | 76,473            |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>                                      | <u>957,796</u>      | <u>881,323</u>    |
| <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>  | <u>\$ 1,617,286</u> | <u>\$ 957,796</u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**  
**STATEMENTS OF CASH FLOWS (CONTINUED)**  
**YEARS ENDED DECEMBER 31, 2022 AND 2021**

|  | 2022         | 2021         |
|--|--------------|--------------|
| <b>CHANGES IN CURRENT OPERATING ASSETS<br/>AND LIABILITIES</b>                 |              |              |
| (Increase) decrease in current assets  |              |              |
| Contracts receivable   | \$ 1,363,618 | \$ (966,552) |
| Other receivables  | (115,140)    | 1,000        |
| Due from Delmarva Veteran Trashforce, LLC                                      | 1,074        | (3,883)      |
| Prepaid expenses   | (5,605)      | 43,187       |
| Costs and estimated earnings in excess of billings on<br>uncompleted contracts | 191,128      | 794,346      |
| Increase (decrease) in current liabilities                                     |              |              |
| Accounts payable   | (1,094,952)  | (111,880)    |
| Accrued expenses   |              | (19,611)     |
| Accrued payroll and taxes  | (12,729)     | (15,037)     |
| Billings in excess of costs and estimated earnings<br>on uncompleted contracts | (636,356)    | 914,016      |
|  | \$ (308,962) | \$ 635,586   |

See accompanying notes and independent accountant's review report.



**PKS** & Company, P.A.

*Certified Public Accountants  
& Advisors to Business*

## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

ANDREW M. HAYNIE, CPA  
SUSAN P. KERN, CPA  
MICHAEL C. KLEGER, CPA  
JAMES D. MAYBURY, CPA  
E. LEE MCCABB, CPA  
JEFFREY A. MICHALIK, CPA  
ROBERT L. MOORE, CPA  
DANIEL M. O'CONNELL II, CPA  
ASHLEY M. STERN, CPA  
JOHN M. STERN, JR., CPA

PKScpa.com

Salisbury  
1801 SWEETBAY DRIVE  
P.O. BOX 72  
SALISBURY, MD 21803  
TEL: 410.546.5600  
FAX: 410.548.9576

Ocean City  
12216 OCEAN GATEWAY  
SUITE 800  
OCEAN CITY, MD 21842  
TEL: 410.213.7185  
FAX: 410.213.7638

Lewes  
1143 SAVANNAH ROAD  
SUITE 1  
P.O. BOX 192  
LEWES, DE 19958  
TEL: 302.645.5757  
FAX: 302.645.1757

MEMBERS OF:

AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MARYLAND ASSOCIATION OF  
CERTIFIED PUBLIC ACCOUNTANTS

DELAWARE SOCIETY OF  
CERTIFIED PUBLIC ACCOUNTANTS

ALLIANCE GLOBAL

To Management and Owners  
Delmarva Veteran Builders, LLC  
Salisbury, MD

We have reviewed the accompanying financial statements of Delmarva Veteran Builders, LLC (an S corporation), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Delmarva Veteran Builders, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

**Accountant's Conclusion**

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

The accompanying supplementary information contained in the schedules on pages 16 - 23 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

*PKS & Company, P.A.*

**CERTIFIED PUBLIC ACCOUNTANTS**

Salisbury, MD  
February 28, 2022

**FINANCIAL STATEMENTS**

**DELMARVA VETERAN BUILDERS, LLC**

**BALANCE SHEETS**

**DECEMBER 31, 2021 AND 2020**

**ASSETS**

|  | <u>2021</u>         | <u>2020</u>         |
|--|---------------------|---------------------|
| <b>CURRENT ASSETS</b>  |                     |                     |
| Cash and cash equivalents  | \$ 957,796          | \$ 881,323          |
| Marketable securities, at fair value   | 1,160,178           | 927,881             |
| Contracts receivable   | 3,951,361           | 2,984,809           |
| Other receivables  |                     | 1,000               |
| Prepaid expenses   | 43,171              | 86,358              |
| Due from Delmarva Veteran Trashforce, LLC                                      | 52,466              | 48,583              |
| Costs and estimated earnings in excess<br>of billings on uncompleted contracts | 430,443             | 1,224,789           |
| Total current assets   | <u>6,595,415</u>    | <u>6,154,743</u>    |
| <b>PROPERTY AND EQUIPMENT</b>  |                     |                     |
| Autos and trucks   | 449,444             | 394,502             |
| Computers and equipment  | 15,257              | 11,548              |
| Construction equipment   | 16,540              | 16,540              |
| Leasehold improvements   | 88,799              | 88,799              |
| Less: accumulated depreciation   | (318,620)           | (245,502)           |
| Net property and equipment   | <u>251,420</u>      | <u>265,887</u>      |
| <b>OTHER ASSETS</b>  |                     |                     |
| Deposits   | 150                 | 150                 |
| Total other assets   | <u>150</u>          | <u>150</u>          |
| Total assets   | <u>\$ 6,846,985</u> | <u>\$ 6,420,780</u> |

**LIABILITIES AND MEMBERS' EQUITY**

|  |                     |                     |
|--|---------------------|---------------------|
| <b>CURRENT LIABILITIES</b>   |                     |                     |
| Current portion of long-term debt  | \$ 23,135           | \$ 19,989           |
| Accounts payable   | 4,082,785           | 4,194,665           |
| Accrued expenses   |                     | 19,611              |
| Due to members   | 108,408             |                     |
| Accrued payroll and payroll taxes  | 68,232              | 83,269              |
| Rent deposits  | 1,000               | 1,000               |
| Billings in excess of costs and estimated<br>earnings on uncompleted contracts | 1,167,613           | 253,597             |
| Total current liabilities  | <u>5,451,173</u>    | <u>4,572,131</u>    |
| <b>LONG-TERM LIABILITIES</b>   |                     |                     |
| Long-term debt, less current portion   | 57,625              | 19,533              |
| Total liabilities  | <u>5,508,798</u>    | <u>4,591,664</u>    |
| <b>MEMBERS' EQUITY</b>   |                     |                     |
| Members' capital   | 1,338,187           | 1,829,116           |
| Total liabilities and members' equity  | <u>\$ 6,846,985</u> | <u>\$ 6,420,780</u> |

See accompanying notes and independent accountant's review report.



**DELMARVA VETERAN BUILDERS, LLC**  
**STATEMENTS OF INCOME AND MEMBERS' EQUITY**  
**YEARS ENDED DECEMBER 31, 2021 AND 2020**

|   | <u>2021</u>         | <u>2020</u>         |
|---|---------------------|---------------------|
| <b>CONTRACT REVENUES EARNED</b>                         | \$ 27,411,387       | \$ 24,730,477       |
| <b>COST OF CONTRACT REVENUES EARNED</b>                 | <u>26,448,321</u>   | <u>22,326,736</u>   |
| Gross profit from operations                            | 963,066             | 2,403,741           |
| <b>GENERAL AND ADMINISTRATIVE EXPENSES (NET)</b>        | <u>1,342,924</u>    | <u>1,490,866</u>    |
| Income (loss) from operations                           | <u>(379,858)</u>    | <u>912,875</u>      |
| <b>OTHER INCOME (EXPENSE)</b>                           |                     |                     |
| Interest expense  | (3,459)             | (2,541)             |
| Interest income   | 300                 | 2,079               |
| Investment income                                       | 172,196             | 118,025             |
| Loss on sale of property and equipment                  | (174)               | (1,515)             |
| Rental income   | 11,000              | 12,000              |
| Miscellaneous income (expense)                          | (2,041)             | 4,466               |
| Gain on forgiveness of Paycheck Protection Program loan | <u>336,100</u>      | <u>336,100</u>      |
| Total other income                                      | <u>177,822</u>      | <u>468,614</u>      |
| Net income (loss)                                       | (202,036)           | 1,381,489           |
| Capital contributions                                   |                     | 176,483             |
| Distributions   | (288,893)           | (1,529,296)         |
| <b>MEMBERS' EQUITY, BEGINNING OF YEAR</b>               | <u>1,829,116</u>    | <u>1,800,440</u>    |
| <b>MEMBERS' EQUITY, END OF YEAR</b>                     | <u>\$ 1,338,187</u> | <u>\$ 1,829,116</u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**

**STATEMENTS OF CASH FLOWS**

**YEARS ENDED DECEMBER 31, 2021 AND 2020**

|  | <u>2021</u>       | <u>2020</u>        |
|--|-------------------|--------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>  |                   |                    |
| Net income (loss)  | \$ (202,036)      | \$ 1,381,489       |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: |                   |                    |
| Loss on sale of property and equipment   | 174               | 1,515              |
| Depreciation   | 77,363            | 67,763             |
| Gain on forgiveness of Paycheck Protection Program loan                                  |                   | (336,100)          |
| Net changes in current operating assets and liabilities                                  | 635,586           | (29,131)           |
| Net cash provided by operating activities  | <u>511,087</u>    | <u>1,085,536</u>   |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>  |                   |                    |
| Purchase of property and equipment   | (64,070)          | (188,359)          |
| Proceeds from sale of property and equipment   | 1,000             | 1,600              |
| Investment in marketable securities  | (232,297)         | (108,461)          |
| Net cash used by investing activities  | <u>(295,367)</u>  | <u>(295,220)</u>   |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>  |                   |                    |
| Payments on long-term debt   | (38,283)          | (151,327)          |
| Proceeds from long-term debt   | 79,521            |                    |
| Proceeds from Paycheck Protection Program loan   |                   | 336,100            |
| Distributions paid   | (180,485)         | (1,529,296)        |
| Net cash used by financing activities  | <u>(139,247)</u>  | <u>(1,344,523)</u> |
| Net increase (decrease) in cash  | 76,473            | (554,207)          |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>                                      | <u>881,323</u>    | <u>1,435,530</u>   |
| <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>  | <u>\$ 957,796</u> | <u>\$ 881,323</u>  |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**  
**STATEMENTS OF CASH FLOWS (CONTINUED)**  
**YEARS ENDED DECEMBER 31, 2021 AND 2020**

|  | <u>2021</u>       | <u>2020</u>        |
|--|-------------------|--------------------|
| <b>CHANGES IN CURRENT OPERATING ASSETS<br/>AND LIABILITIES</b>                 |                   |                    |
| (Increase) decrease in current assets  |                   |                    |
| Contracts receivable   | \$ (966,552)      | \$ 2,953,494       |
| Other receivables  | 1,000             | (1,000)            |
| Due from Trashforce, LLC   | (3,883)           | (48,583)           |
| Prepaid expenses   | 43,187            | (64,165)           |
| Costs and estimated earnings in excess of billings on<br>uncompleted contracts | 794,346           | (723,563)          |
| Increase (decrease) in current liabilities                                     |                   |                    |
| Accounts payable   | (111,880)         | 597,516            |
| Accrued expenses   | (19,611)          | (12,894)           |
| Accrued payroll and payroll taxes  | (15,037)          | 50,159             |
| Billings in excess of costs and estimated earnings<br>on uncompleted contracts | <u>914,016</u>    | <u>(2,780,095)</u> |
| Net changes in current operating assets and liabilities                        | <u>\$ 635,586</u> | <u>\$ (29,131)</u> |

See accompanying notes and independent accountant's review report.



**PKS & Company, P.A.**

**Certified Public Accountants  
& Advisors to Business**

## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

ANDREW M. HAYNE, CPA

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ASHLEY M. STERN, CPA

JOHN M. STERN, JR., CPA

PKScpa.com

Salisbury

1801 SWEETBAY DRIVE

P.O. Box 72

SALISBURY, MD 21803

TEL: 410.546.5600

FAX: 410.548.9576

Ocean City

12216 OCEAN GATEWAY

SUITE 800

OCEAN CITY, MD 21842

TEL: 410.213.7185

FAX: 410.213.7638

Lewes

1143 SAVANNAH ROAD

SUITE 1

P.O. Box 192

LEWES, DE 19958

TEL: 302.645.5757

FAX: 302.645.1757

MEMBERS OF:

AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

MARYLAND ASSOCIATION OF  
CERTIFIED PUBLIC ACCOUNTANTS

DELAWARE SOCIETY OF  
CERTIFIED PUBLIC ACCOUNTANTS

ALLIANCE GLOBAL

To Management and Owners  
Delmarva Veteran Builders, LLC  
Salisbury, MD

We have reviewed the accompanying financial statements of Delmarva Veteran Builders, LLC (an S corporation), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Delmarva Veteran Builders, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

### Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

The accompanying supplementary information contained in the schedules on pages 17 - 24 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

*PKS & Company, P.A.*

**CERTIFIED PUBLIC ACCOUNTANTS**

Salisbury, MD  
March 19, 2021

**FINANCIAL STATEMENTS**

**DELMARVA VETERAN BUILDERS, LLC**

**BALANCE SHEETS**

**DECEMBER 31, 2020 AND 2019**

**ASSETS**

|  | <u>2020</u>         | <u>2019</u>         |
|--|---------------------|---------------------|
| <b>CURRENT ASSETS</b>  |                     |                     |
| Cash and cash equivalents  | \$ 881,323          | \$ 1,435,530        |
| Marketable securities, at fair value   | 927,881             | 819,420             |
| Contracts receivable   | 2,984,809           | 5,938,303           |
| Other receivables  | 1,000               |                     |
| Prepaid expenses   | 86,358              | 22,193              |
| Due from Trashforce, LLC   | 48,583              |                     |
| Costs and estimated earnings in excess<br>of billings on uncompleted contracts | 1,224,789           | 501,226             |
| Total current assets   | <u>6,154,743</u>    | <u>8,716,672</u>    |
| <b>PROPERTY AND EQUIPMENT</b>  |                     |                     |
| Autos and trucks   | 394,502             | 324,563             |
| Computers and equipment  | 11,548              | 11,548              |
| Construction equipment   | 16,540              |                     |
| Leasehold improvements   | 88,799              |                     |
| Less: accumulated depreciation   | (245,502)           | (187,705)           |
| Net property and equipment   | <u>265,887</u>      | <u>148,406</u>      |
| <b>OTHER ASSETS</b>  |                     |                     |
| Deposits   | <u>150</u>          | <u>150</u>          |
| Total assets   | <u>\$ 6,420,780</u> | <u>\$ 8,865,228</u> |

**LIABILITIES AND MEMBERS' EQUITY**

|  |                     |                     |
|--|---------------------|---------------------|
| <b>CURRENT LIABILITIES</b>   |                     |                     |
| Current portion of long-term debt  | \$ 19,989           | \$ 141,445          |
| Accounts payable   | 4,194,665           | 3,597,149           |
| Accrued expenses   | 19,611              | 32,505              |
| Accrued payroll and payroll taxes  | 83,269              | 33,110              |
| Rent deposits  | 1,000               | 1,000               |
| Billings in excess of costs and estimated<br>earnings on uncompleted contracts | 253,597             | 3,033,692           |
| Total current liabilities  | <u>4,572,131</u>    | <u>6,838,901</u>    |
| <b>LONG-TERM LIABILITIES</b>   |                     |                     |
| Long-term debt, less current portion   | <u>19,533</u>       | <u>225,887</u>      |
| Total liabilities  | <u>4,591,664</u>    | <u>7,064,788</u>    |
| <b>MEMBERS' EQUITY</b>   |                     |                     |
| Members' capital   | <u>1,829,116</u>    | <u>1,800,440</u>    |
| Total liabilities and members' equity  | <u>\$ 6,420,780</u> | <u>\$ 8,865,228</u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**  
**STATEMENTS OF INCOME AND MEMBERS' EQUITY**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**

|  | <u>2020</u>         | <u>2019</u>         |
|--|---------------------|---------------------|
| <b>CONTRACT REVENUES EARNED</b>                  | \$ 24,730,477       | \$ 26,106,745       |
| <b>COST OF CONTRACT REVENUES EARNED</b>          | <u>22,326,736</u>   | <u>23,233,623</u>   |
| Gross profit from operations                     | 2,403,741           | 2,873,122           |
| <b>GENERAL AND ADMINISTRATIVE EXPENSES (NET)</b> | <u>1,490,866</u>    | <u>1,503,333</u>    |
| Income from operations                           | <u>912,875</u>      | <u>1,369,789</u>    |
| <b>OTHER INCOME (EXPENSE)</b>                    |                     |                     |
| Interest expense                                 | (2,541)             | (22,077)            |
| Interest income                                  | 2,079               | 6,929               |
| Investment income                                | 118,025             | 148,294             |
| Gain (loss) on sale of property and equipment    | (1,515)             | 326                 |
| Rental income                                    | 12,000              | 7,000               |
| Miscellaneous income                             | 4,466               | 8,481               |
| Paycheck Protection Program grant                | <u>336,100</u>      |                     |
| Total other income                               | <u>468,614</u>      | <u>148,953</u>      |
| Net income                                       | 1,381,489           | 1,518,742           |
| Capital contributions                            | 176,483             |                     |
| Distributions                                    | (1,529,296)         | (591,418)           |
| <b>MEMBERS' EQUITY, BEGINNING OF YEAR</b>        | <u>1,800,440</u>    | <u>873,116</u>      |
| <b>MEMBERS' EQUITY, END OF YEAR</b>              | <u>\$ 1,829,116</u> | <u>\$ 1,800,440</u> |

See accompanying notes and independent accountant's review report.



**DELMARVA VETERAN BUILDERS, LLC**

**STATEMENTS OF CASH FLOWS**

**YEARS ENDED DECEMBER 31, 2020 AND 2019**

|   | <u>2020</u>        | <u>2019</u>         |
|---|--------------------|---------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                       |                    |                     |
| Net income  | \$ 1,381,489       | \$ 1,518,742        |
| Adjustments to reconcile net income to net cash provided by operating activities: |                    |                     |
| Gain (loss) on sale of property and equipment                                     | 1,515              | (326)               |
| Depreciation  | 67,763             | 59,276              |
| Net changes in current operating assets and liabilities                           | <u>(29,131)</u>    | <u>(64,991)</u>     |
| Net cash provided by operating activities   | <u>1,421,636</u>   | <u>1,512,701</u>    |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                       |                    |                     |
| Purchase of property and equipment  | (188,359)          | (11,000)            |
| Proceeds from sale of property and equipment                                      | 1,600              | 8,000               |
| Investment in marketable securities   | <u>(108,461)</u>   | <u>(140,943)</u>    |
| Net cash used by investing activities   | <u>(295,220)</u>   | <u>(143,943)</u>    |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>                                       |                    |                     |
| Payments on long-term borrowings  | (327,810)          | (10,239)            |
| Loans provided to members   |                    | (124,249)           |
| Capital contributions   | 176,483            |                     |
| Distributions paid  | <u>(1,529,296)</u> | <u>(566,758)</u>    |
| Net cash used by financing activities   | <u>(1,680,623)</u> | <u>(701,246)</u>    |
| Net increase (decrease) in cash   | (554,207)          | 667,512             |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>                               | <u>1,435,530</u>   | <u>768,018</u>      |
| <b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>                                     | <u>\$ 881,323</u>  | <u>\$ 1,435,530</u> |

See accompanying notes and independent accountant's review report.

**DELMARVA VETERAN BUILDERS, LLC**  
**STATEMENTS OF CASH FLOWS (CONTINUED)**  
**YEARS ENDED DECEMBER 31, 2020 AND 2019**

|  | <u>2020</u>        | <u>2019</u>        |
|--|--------------------|--------------------|
| <b>CHANGES IN CURRENT OPERATING ASSETS<br/>AND LIABILITIES</b>                 |                    |                    |
| (Increase) decrease in current assets  |                    |                    |
| Contracts receivable   | \$ 2,953,494       | \$ (1,457,300)     |
| Other receivables  | (1,000)            |                    |
| Due from Trashforce, LLC   | (48,583)           |                    |
| Prepaid expenses   | (64,165)           | (5,224)            |
| Costs and estimated earnings in excess of billings on<br>uncompleted contracts | (723,563)          | (313,062)          |
| Increase (decrease) in current liabilities                                     |                    |                    |
| Accounts payable   | 597,516            | 611,160            |
| Accrued expenses   | (12,894)           | 990                |
| Accrued payroll and payroll taxes  | 50,159             | 10,903             |
| Rent deposits  |                    | 1,000              |
| Billings in excess of costs and estimated earnings<br>on uncompleted contracts | <u>(2,780,095)</u> | <u>1,086,542</u>   |
| Net changes in current operating assets and liabilities                        | <u>\$ (29,131)</u> | <u>\$ (64,991)</u> |

See accompanying notes and independent accountant's review report.

Income Statement - Comparative By Account  
 02 - Delmarva Veteran Builders, LLC

Report Period: 11/1/2024 through 11/30/2024

Divisions: 0000

| Account Name                    | Period - Nov 1 Through Nov 30 |                     |                    |               | Year to Date Through |                      |                     |              |
|---------------------------------|-------------------------------|---------------------|--------------------|---------------|----------------------|----------------------|---------------------|--------------|
|                                 | 2024                          | 2023                | Variance           | % Chg         | Nov 30, 2024         | Nov 30, 2023         | Variance            | % Chg        |
| <b>Income</b>                   |                               |                     |                    |               |                      |                      |                     |              |
| CONSTRUCTION SALES              | 2,224,715.46                  | 1,968,134.44        | 256,581.02         | 13.04         | 30,545,443.84        | 22,624,646.36        | 7,920,797.48        | 35.01        |
| Over/Under Billing Adjustment   | 220,746.00                    | 402,430.00          | (181,684.00)       | (45.15)       | 410,666.00           | (799,582.82)         | 1,210,248.82        | (151.36)     |
| <b>Income Totals</b>            | <b>2,445,461.46</b>           | <b>2,370,564.44</b> | <b>74,897.02</b>   | <b>3.16</b>   | <b>30,956,109.84</b> | <b>21,825,063.54</b> | <b>9,131,046.30</b> | <b>41.84</b> |
| <b>Project Expenses</b>         |                               |                     |                    |               |                      |                      |                     |              |
| MISCELLANEOUS EXPENSE           | 0.00                          | 0.00                | 0.00               |               | 0.00                 | 215.52               | (215.52)            | (100.00)     |
| DIRECT LABOR COST               | 49,735.99                     | 45,900.36           | 3,835.63           | 8.36          | 639,053.33           | 506,451.09           | 132,602.24          | 26.18        |
| TEMPORARY LABOR                 | 0.00                          | 0.00                | 0.00               |               | 17,433.08            | 1,525.00             | 15,908.08           | 1,043.15     |
| MATERIALS                       | 58,293.39                     | 137,386.28          | (79,092.89)        | (57.57)       | 1,721,575.54         | 665,531.11           | 1,056,044.43        | 158.68       |
| SUBCONTRACTORS                  | 1,929,249.23                  | 1,971,256.68        | (42,007.45)        | (2.13)        | 25,004,946.51        | 17,867,834.26        | 7,137,112.25        | 39.94        |
| EQUIPMENT                       | 53,157.28                     | 28,123.10           | 25,034.18          | 89.02         | 505,888.26           | 184,704.64           | 321,183.62          | 173.89       |
| OTHER                           | 34,297.75                     | 1,069.13            | 33,228.62          | 3,108.01      | 416,251.15           | 333,218.28           | 83,032.87           | 24.92        |
| OVERHEAD APPLIED                | 16,910.24                     | 15,606.11           | 1,304.13           | 8.36          | 217,278.17           | 172,193.34           | 45,084.83           | 26.18        |
| <b>Project Expenses Totals</b>  | <b>2,141,643.88</b>           | <b>2,199,341.66</b> | <b>(57,697.78)</b> | <b>(2.62)</b> | <b>28,522,426.04</b> | <b>19,731,673.24</b> | <b>8,790,752.80</b> | <b>44.55</b> |
| <b>Gross Profit</b>             | <b>303,817.58</b>             | <b>171,222.78</b>   | <b>132,594.80</b>  | <b>77.44</b>  | <b>2,433,683.80</b>  | <b>2,093,390.30</b>  | <b>340,293.50</b>   | <b>16.26</b> |
| <b>Gross Margin</b>             | <b>12.42</b>                  | <b>7.22</b>         |                    |               | <b>7.86</b>          | <b>9.59</b>          |                     |              |
| <b>Indirect Expenses</b>        |                               |                     |                    |               |                      |                      |                     |              |
| STORAGE RENTAL                  | 171.00                        | 163.00              | 8.00               | 4.91          | 2,059.06             | 1,606.00             | 453.06              | 28.21        |
| AUTO EXPENSE                    | 867.06                        | 2,586.75            | (1,719.69)         | (66.48)       | 23,890.35            | 24,643.98            | (753.63)            | (3.06)       |
| TAXES & LICENSES                | 0.00                          | 0.00                | 0.00               |               | 18,162.00            | 15,242.69            | 2,919.31            | 19.15        |
| REPAIRS SMALL TOOLS / EQUIP     | 0.00                          | 0.00                | 0.00               |               | 47.28                | 263.92               | (216.64)            | (82.09)      |
| SMALL TOOLS & SUPPLIES          | 256.27                        | 0.00                | 256.27             |               | 926.71               | 47.69                | 879.02              | 1,843.20     |
| UNIFORM EXPENSE                 | 0.00                          | 0.00                | 0.00               |               | 1,816.29             | 2,466.12             | (649.83)            | (26.35)      |
| SAFETY SUPPLIES & EQUIPMENT     | 0.00                          | 0.00                | 0.00               |               | 569.84               | 1,904.01             | (1,334.17)          | (70.07)      |
| MISC EQUIPMENT EXPENSE          | 0.00                          | 0.00                | 0.00               |               | 1,978.30             | 575.95               | 1,402.35            | 243.48       |
| GOODWILL / CALL BACKS           | 1,009.79                      | 0.00                | 1,009.79           |               | 4,757.74             | 19,039.25            | (14,281.51)         | (75.01)      |
| FUEL EXPENSE                    | 5,616.38                      | 4,471.29            | 1,145.09           | 25.61         | 60,944.96            | 45,659.23            | 15,285.73           | 33.48        |
| <b>Indirect Expenses Totals</b> | <b>7,920.50</b>               | <b>7,221.04</b>     | <b>699.46</b>      | <b>9.69</b>   | <b>115,152.53</b>    | <b>111,448.84</b>    | <b>3,703.69</b>     | <b>3.32</b>  |

| Account Name               | Period - Nov 1 Through Nov 30 |             |            |          | Year to Date Through |              |             |          |
|----------------------------|-------------------------------|-------------|------------|----------|----------------------|--------------|-------------|----------|
|                            | 2024                          | 2023        | Variance   | % Chg    | Nov 30, 2024         | Nov 30, 2023 | Variance    | % Chg    |
| <b>Operating Expenses</b>  |                               |             |            |          |                      |              |             |          |
| OFC CLEANING/MAINT.        | 400.00                        | 400.00      | 0.00       | 0.00     | 4,400.00             | 4,400.00     | 0.00        | 0.00     |
| OFFICE PAYROLL             | 7,403.87                      | 7,256.48    | 147.39     | 2.03     | 83,527.35            | 90,639.76    | (7,112.41)  | (7.85)   |
| MARKETING PAYROLL          | 2,764.82                      | 1,724.87    | 1,039.95   | 60.29    | 29,659.00            | 27,597.92    | 2,061.08    | 7.47     |
| PM PAYROLL                 | 22,341.81                     | 30,330.25   | (7,988.44) | (26.34)  | 320,279.95           | 213,468.55   | 106,811.40  | 50.04    |
| OFFICER SALARIES           | 13,840.61                     | 16,369.24   | (2,528.63) | (15.45)  | 184,981.17           | 236,384.61   | (51,403.44) | (21.75)  |
| SAFETY TRAINING            | 458.20                        | 0.00        | 458.20     |          | 1,338.40             | 356.78       | 981.62      | 275.13   |
| MEETING EXPENSE            | 0.00                          | 0.00        | 0.00       |          | 1,352.70             | 0.00         | 1,352.70    |          |
| 401K EMPLOYER CONTRIBUTION | 2,929.90                      | 2,593.77    | 336.13     | 12.96    | 28,500.37            | 32,615.67    | (4,115.30)  | (12.62)  |
| PAYROLL TAXES FICA         | 8,379.25                      | 8,139.00    | 240.25     | 2.95     | 99,848.65            | 87,418.43    | 12,430.22   | 14.22    |
| UNEMPLOYMENT TAXES         | 69.30                         | 0.00        | 69.30      |          | 7,428.41             | 5,924.41     | 1,504.00    | 25.39    |
| PAYROLL EXPENSE            | 2,933.07                      | 3,237.03    | (303.96)   | (9.39)   | 31,933.41            | 27,164.80    | 4,768.61    | 17.55    |
| EMPLOYEE HOLIDAY           | 4,877.17                      | 5,552.52    | (675.35)   | (12.16)  | 28,267.54            | 30,641.09    | (2,373.55)  | (7.75)   |
| WORKERS COMP INSURANCE     | 3,566.51                      | 4,163.38    | (596.87)   | (14.34)  | 42,114.97            | 43,885.87    | (1,770.90)  | (4.04)   |
| GROUP HEALTH INSURANCE     | 6,964.71                      | 11,457.62   | (4,492.91) | (39.21)  | 75,561.36            | 79,309.30    | (3,747.94)  | (4.73)   |
| VACATION                   | 5,394.12                      | 2,130.77    | 3,263.35   | 153.15   | 49,815.72            | 57,191.35    | (7,375.63)  | (12.90)  |
| PTO PREVAILING WAGE JOBS   | 0.00                          | 0.00        | 0.00       |          | 0.00                 | 624.23       | (624.23)    | (100.00) |
| BEREAVEMENT                | 0.00                          | 246.41      | (246.41)   | (100.00) | 0.00                 | 486.79       | (486.79)    | (100.00) |
| SICK/PTO                   | 2,705.10                      | 0.00        | 2,705.10   |          | 13,023.23            | 4,106.67     | 8,916.56    | 217.12   |
| MATERNITY LEAVE            | 1,378.85                      | 0.00        | 1,378.85   |          | 1,378.85             | 2,565.71     | (1,186.86)  | (46.26)  |
| MILITARY LEAVE             | 551.54                        | 0.00        | 551.54     |          | 5,221.36             | 6,977.90     | (1,756.54)  | (25.17)  |
| MILEAGE REIMBURSEMENT      | 0.00                          | 0.00        | 0.00       |          | 3,073.59             | 2,441.04     | 632.55      | 25.91    |
| EMPLOYEE APPRECIATION      | 1,928.80                      | 9,919.45    | (7,990.65) | (80.56)  | 20,388.92            | 23,336.69    | (2,947.77)  | (12.63)  |
| EMPLOYEE DRUG TESTING      | 0.00                          | 85.00       | (85.00)    | (100.00) | 445.00               | 1,140.00     | (695.00)    | (60.96)  |
| OVERHEAD ALLOCATED TO JOBS | (16,910.24)                   | (15,606.11) | (1,304.13) | 8.36     | (217,278.17)         | (172,193.34) | (45,084.83) | 26.18    |
| PAYROLL RFP/TRAINING/MISC. | 1,054.87                      | 2,486.33    | (1,431.46) | (57.57)  | 31,144.55            | 20,150.92    | 10,993.63   | 54.56    |
| ACCOUNTING                 | 2,465.00                      | 2,848.00    | (383.00)   | (13.45)  | 32,069.00            | 42,870.60    | (10,801.60) | (25.20)  |
| ADVERTISING                | 150.00                        | 170.66      | (20.66)    | (12.11)  | 636.54               | 2,565.26     | (1,928.72)  | (75.19)  |
| BAD DEBT                   | 0.00                          | 0.00        | 0.00       |          | 500.00               | 0.00         | 500.00      |          |
| MARKETING & SPONSORSHIPS   | 137.80                        | 0.00        | 137.80     |          | 4,050.65             | 2,647.34     | 1,403.31    | 53.01    |
| BUSINESS RELATIONS         | 0.00                          | 215.74      | (215.74)   | (100.00) | 5,541.62             | 4,459.57     | 1,082.05    | 24.26    |
| 1985 AMG Military (DUECE)  | 45.50                         | 0.00        | 45.50      |          | 319.93               | 1,251.95     | (932.02)    | (74.45)  |

Income Statement - Comparative By Account  
 02 - Delmarva Veteran Builders, LLC

Report Period: 11/1/2024 through 11/30/2024

Divisions: 0000

| Account Name                     | Period - Nov 1 Through Nov 30 |          |            |          | Year to Date Through |              |            |           |
|----------------------------------|-------------------------------|----------|------------|----------|----------------------|--------------|------------|-----------|
|                                  | 2024                          | 2023     | Variance   | % Chg    | Nov 30, 2024         | Nov 30, 2023 | Variance   | % Chg     |
| '14 FORD F-150 XL (DANIEL)       | 0.00                          | 0.00     | 0.00       |          | 0.00                 | 3,168.30     | (3,168.30) | (100.00)  |
| '23 CHEVY SUBURBAN #1 (CHRIS)    | 245.88                        | 242.41   | 3.47       | 1.43     | 5,242.06             | 4,147.00     | 1,095.06   | 26.41     |
| 23' CHEVY SUBURBAN # 2 (KATHRYN) | 204.93                        | 0.00     | 204.93     |          | 2,379.43             | 393.47       | 1,985.96   | 504.73    |
| BIDDING COST                     | 688.61                        | 292.72   | 395.89     | 135.25   | 3,486.68             | 4,481.01     | (994.33)   | (22.19)   |
| COPIER/EQUIP LEASING EXPENSE     | 0.00                          | 0.00     | 0.00       |          | 1,989.60             | 0.00         | 1,989.60   |           |
| REPAIRS/MAINTENANCE              | 0.00                          | 0.00     | 0.00       |          | 4,032.00             | 2,365.13     | 1,666.87   | 70.48     |
| BANK CHARGES                     | 577.54                        | 0.00     | 577.54     |          | 2,111.64             | 10.00        | 2,101.64   | 21,016.40 |
| 401K FEES                        | 0.00                          | 427.50   | (427.50)   | (100.00) | 4,355.00             | 5,600.00     | (1,245.00) | (22.23)   |
| BUSINESS DEVELOPMENT FEES        | 0.00                          | 3,390.31 | (3,390.31) | (100.00) | 31,098.55            | 13,749.67    | 17,348.88  | 126.18    |
| CONSULTING FEES                  | 4,800.00                      | 0.00     | 4,800.00   |          | 43,550.00            | 0.00         | 43,550.00  |           |
| SOFTWARE/LICENSING               | 8,860.45                      | 7,264.46 | 1,595.99   | 21.97    | 104,886.30           | 78,011.07    | 26,875.23  | 34.45     |
| DATA PROCESSING SUPPLIES & EQUIP | 1,884.75                      | 0.00     | 1,884.75   |          | 6,212.44             | 0.00         | 6,212.44   |           |
| DEPRECIATION                     | 7,800.00                      | 6,000.00 | 1,800.00   | 30.00    | 85,800.00            | 66,000.00    | 19,800.00  | 30.00     |
| EMPLOYEE REIMBURSEMENT           | 49.27                         | 350.00   | (300.73)   | (85.92)  | 3,909.11             | 4,848.43     | (939.32)   | (19.37)   |
| DONATIONS                        | 3,457.98                      | 3,883.36 | (425.38)   | (10.95)  | 9,170.01             | 16,776.51    | (7,606.50) | (45.34)   |
| DUES & SUBSCRIPTIONS             | 760.00                        | 0.00     | 760.00     |          | 16,227.87            | 13,044.80    | 3,183.07   | 24.40     |
| OFFICE SUPPLIES                  | 873.43                        | 128.71   | 744.72     | 578.60   | 17,151.75            | 10,498.46    | 6,653.29   | 63.37     |
| COPIER/PAPER PRODUCTS            | 0.00                          | 671.63   | (671.63)   | (100.00) | 3,499.74             | 7,676.43     | (4,176.69) | (54.41)   |
| INSURANCE                        | 7,632.00                      | 8,151.00 | (519.00)   | (6.37)   | 86,647.00            | 89,425.00    | (2,778.00) | (3.11)    |
| OFFICERS LIFE INSURANCE          | 0.00                          | 0.00     | 0.00       |          | 4,537.71             | 0.00         | 4,537.71   |           |
| PENALTIES                        | 0.00                          | 0.00     | 0.00       |          | 500.00               | 0.00         | 500.00     |           |
| LEGAL FEES                       | 1,500.00                      | 0.00     | 1,500.00   |          | 3,534.04             | 8,250.00     | (4,715.96) | (57.16)   |
| TAXES REAL ESTATE & PP           | 0.00                          | 278.00   | (278.00)   | (100.00) | 7,998.33             | 3,058.00     | 4,940.33   | 161.55    |
| TAXES OTHER & LICENSES           | 220.00                        | 120.00   | 100.00     | 83.33    | 9,222.28             | 2,734.25     | 6,488.03   | 237.29    |
| PHONE AND INTERNET               | 1,707.72                      | 431.66   | 1,276.06   | 295.62   | 11,929.12            | 16,002.02    | (4,072.90) | (25.45)   |
| POSTAGE/FEDEX                    | 0.00                          | 197.25   | (197.25)   | (100.00) | 964.56               | 689.13       | 275.43     | 39.97     |
| RENT - OFFICE                    | 4,958.33                      | 3,967.00 | 991.33     | 24.99    | 49,127.49            | 42,752.00    | 6,375.49   | 14.91     |
| UTILITIES                        | (3.91)                        | (16.89)  | 12.98      | (76.85)  | 12,201.61            | 12,526.84    | (325.23)   | (2.60)    |
| PROF. DEVELOPMENT/TRAINING       | 205.11                        | 405.52   | (200.41)   | (49.42)  | 6,670.15             | 3,989.67     | 2,680.48   | 67.19     |
| PROF. DEVELOPMENT/FIELD          | 0.00                          | 0.00     | 0.00       |          | 9,330.00             | 0.00         | 9,330.00   |           |
| MISCELLANEOUS                    | 0.00                          | 254.49   | (254.49)   | (100.00) | 262.75               | 624.56       | (361.81)   | (57.93)   |
| MOBILE PHONE                     | 409.62                        | 735.89   | (326.27)   | (44.34)  | 9,132.38             | 7,640.21     | 1,492.17   | 19.53     |

| Account Name                               | Period - Nov 1 Through Nov 30 |            |             |         | Year to Date Through |              |            |          |
|--|-------------------------------|------------|-------------|---------|----------------------|--------------|------------|----------|
|  | 2024                          | 2023       | Variance    | % Chg   | Nov 30, 2024         | Nov 30, 2023 | Variance   | % Chg    |
| <b>Operating Expenses Totals</b>           | 122,662.27                    | 130,895.43 | (8,233.16)  | (6.29)  | 1,446,683.67         | 1,298,891.83 | 147,791.84 | 11.38    |
| <b>Total Non-Profit Center Expenses</b>    | 130,582.77                    | 138,116.47 | (7,533.70)  | (5.45)  | 1,561,836.20         | 1,410,340.67 | 151,495.53 | 10.74    |
| <b>Income from Operations</b>              | 173,234.81                    | 33,106.31  | 140,128.50  | 423.27  | 871,847.60           | 683,049.63   | 188,797.97 | 27.64    |
| <b>Operating Margin</b>                    | 7.08                          | 1.40       |             |         | 2.82                 | 3.13         |            |          |
| <b>Interest Income and Expenses</b>        |                               |            |             |         |                      |              |            |          |
| INVESTMENT FEES                            | (742.00)                      | (655.97)   | (86.03)     | 13.11   | (7,327.46)           | (7,231.63)   | (95.83)    | 1.33     |
| RENT INCOME                                | 1,000.00                      | 1,000.00   | 0.00        | 0.00    | 11,000.00            | 11,000.00    | 0.00       | 0.00     |
| INTEREST INCOME                            | 1,980.36                      | 671.07     | 1,309.29    | 195.10  | 12,832.57            | 4,307.29     | 8,525.28   | 197.93   |
| INTEREST EXPENSE                           | (1,065.44)                    | (764.60)   | (300.84)    | 39.35   | (11,293.45)          | (8,167.86)   | (3,125.59) | 38.27    |
| OTHER INCOME                               | 0.00                          | 0.00       | 0.00        |         | 9,929.19             | 494.18       | 9,435.01   | 1,909.23 |
| CAPITAL GAINS / LOSSES                     | 0.00                          | 0.00       | 0.00        |         | 0.00                 | (16,816.88)  | 16,816.88  | (100.00) |
| REALIZED GAIN/LOSS ON INVESTMENTS          | 793.12                        | 1,179.96   | (386.84)    | (32.78) | 19,778.55            | 16,942.49    | 2,836.06   | 16.74    |
| UNREALIZED GAIN/LOSS ON INVESTMENT         | 63,986.10                     | 77,155.91  | (13,169.81) | (17.07) | 300,042.94           | 144,953.59   | 155,089.35 | 106.99   |
| <b>Interest Income and Expenses Totals</b> | 65,952.14                     | 78,586.37  | (12,634.23) | (16.08) | 334,962.34           | 145,481.18   | 189,481.16 | 130.24   |
| <b>Income Before Taxes</b>                 | 239,186.95                    | 111,692.68 | 127,494.27  | 114.15  | 1,206,809.94         | 828,530.81   | 378,279.13 | 45.66    |
| <b>Income Tax Expenses</b>                 |                               |            |             |         |                      |              |            |          |
| STATE INCOME TAX EXPENSE                   | 0.00                          | 0.00       | 0.00        |         | 28,135.00            | 29,040.00    | (905.00)   | (3.12)   |
| <b>Income Tax Totals</b>                   | 0.00                          | 0.00       | 0.00        |         | 28,135.00            | 29,040.00    | (905.00)   | (3.12)   |
| <b>Net Income</b>                          | 239,186.95                    | 111,692.68 | 127,494.27  | 114.15  | 1,178,674.94         | 799,490.81   | 379,184.13 | 47.43    |

Balance Sheet

02 - Delmarva Veteran Builders, LLC

Period End Date: 11/30/2024

**ASSETS**

**Cash and Equivalents**

|                                   |                     |
|-----------------------------------|---------------------|
| SECURITIES AMERICA                | 1,505,948.68        |
| NEW CHECKING                      | 20,196.95           |
| M & T CHECKING                    | 201,815.19          |
| M & T PAYROLL                     | 39,630.78           |
| M & T MONEY MARKET                | 629,503.17          |
| <b>Total Cash and Equivalents</b> | <u>2,397,094.77</u> |

**Accounts Receivable**

|                                  |                     |
|----------------------------------|---------------------|
| ACCOUNTS RECEIVABLE              | 4,173,349.28        |
| RETAINAGE RECEIVABLE             | 1,743,523.05        |
| <b>Total Accounts Receivable</b> | <u>5,916,872.33</u> |

**Other Current Asset**

|                                  |                   |
|----------------------------------|-------------------|
| UNBILLED JOBS RECEIVABLE         | 291,203.00        |
| ACCOUNTS REC. - OTHER            | 23,013.00         |
| PREPAID INSURANCE                | 29,756.00         |
| PREPAID SOFTWARE/LICENSES        | 11,579.60         |
| PREPAID OTHER                    | 10,783.70         |
| LOAN FROM DVB                    | 7,000.00          |
| <b>Total Other Current Asset</b> | <u>373,335.30</u> |

**Total Current Assets**

8,687,302.40

**Fixed Assets**

|                                |                   |
|--------------------------------|-------------------|
| COMPUTER EQUIPMENT             | 41,598.18         |
| ACCUM DEPT - OFFICE FURN & FIX | 6,204.57          |
| CONSTRUCTION EQUIPMENT         | 16,540.00         |
| VEHICLES                       | 685,953.21        |
| ACCUMULATED DEPRECIATION       | (495,520.89)      |
| RAVENS P S L Purchase          | 6,000.00          |
| LEASEHOLD IMPROVEMENTS         | 88,799.34         |
| ROU ASSET                      | 7,894.51          |
| <b>Total Fixed Assets</b>      | <u>357,468.92</u> |

**Other Long Term Assets**

|                                     |                  |
|-------------------------------------|------------------|
| LANDFILL DEPOSIT                    | 150.00           |
| DUE FROM TRASHFORCE, LLC            | 49,659.52        |
| DUE FROM GRIT, LLC                  | 302.96           |
| Due From 112 Market St, LLC         | 3,115.00         |
| Due from KCE Properties, LLC        | 309.00           |
| <b>Total Other Long Term Assets</b> | <u>53,536.48</u> |

**Total Long Term Assets**

411,005.40

**TOTAL ASSETS**

9,098,307.80

**LIABILITIES**

**Accounts Payable**

|                  |              |
|------------------|--------------|
| ACCOUNTS PAYABLE | 2,871,205.64 |
|------------------|--------------|

Balance Sheet

02 - Delmarva Veteran Builders, LLC

Period End Date: 11/30/2024

|  |              |  |
|--|--------------|--|
| RETAINAGE PAYABLE                      | 1,478,062.59 |  |
| <b>Total Accounts Payable</b>          | 4,349,268.23 |  |
| <b>Other Current Liabilities</b>       |              |  |
| UNITED WAY CONTRIBUTIONS               | (150.00)     |  |
| RENT DEPOSITS                          | 1,000.00     |  |
| 401K Contributions                     | 443.57       |  |
| EMPLOYEE DEDUCTION ACCT                | (586.89)     |  |
| ACCRUED VA IMCOME TAXES                | (852.00)     |  |
| ACCRUED EXPENSES                       | (11,515.00)  |  |
| ADVANCE BILLINGS / COST                | 977,117.00   |  |
| <b>Total Other Current Liabilities</b> | 965,456.68   |  |
| <b>Total Current Liabilities</b>       | 5,314,724.91 |  |
| <b>Long Term Liabilities</b>           |              |  |
| <b>Notes Payable</b>                   |              |  |
| N/P CHRIS ECCLESTON (DM)               | (71,209.18)  |  |
| N/R DANIEL MILLS                       | 71,209.24    |  |
| N/P CHRIS ECCLESTON (KE)               | 229,200.00   |  |
| N/R KATHRYN ELLIS                      | (229,200.00) |  |
| N/P FORD CREDIT ('22 F-150)            | 24,817.01    |  |
| N/P GM FINANCIAL ('23 Suburban #1)     | 54,350.28    |  |
| N/P CHASE AUTO ('23 Suburban #2)       | 56,230.25    |  |
| N/P FORD Credit ('23 Ford F-150)       | 40,542.75    |  |
| OPERATING LEASE LIABILITY              | 7,894.51     |  |
| Note Payable - CDE                     | (6,740.99)   |  |
| Note Payable - Kathryn                 | (749.01)     |  |
| <b>Total Notes Payable</b>             | 176,344.86   |  |
| <b>Total Long Term Liabilities</b>     | 176,344.86   |  |
| <b>TOTAL LIABILITIES</b>               | 5,491,069.77 |  |
| <b>EQUITY</b>                          |              |  |
| <b>Equity</b>                          |              |  |
| MEMBERS CAPITAL C ECCLESTON            | 279,244.81   |  |
| MEMBERS CAPITAL K. ELLIS               | 214,779.48   |  |
| DISTRIBUTION - CDE                     | (164,478.52) |  |
| DISTRIBUTION - DLM                     | (22,610.26)  |  |
| DISTRIBUTION - KLE                     | (18,275.40)  |  |
| RETAINED EARNINGS                      | 2,139,902.98 |  |
| CURRENT EARNINGS                       | 1,178,674.94 |  |
| <b>Total Equity</b>                    | 3,607,238.03 |  |
| <b>TOTAL EQUITY</b>                    | 3,607,238.03 |  |
| <b>TOTAL LIABILITIES AND EQUITY</b>    | 9,098,307.80 |  |

**RATIOS**

Current Ratio 1.63



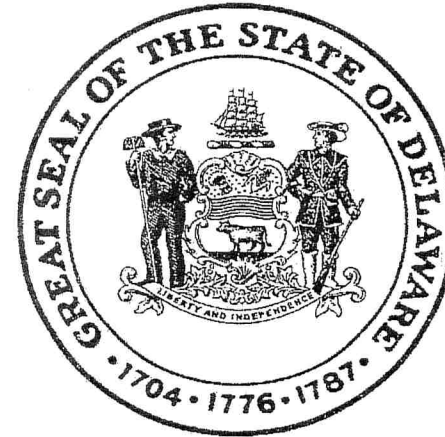
|                         |      |
|-------------------------|------|
| <b>Quick Ratio</b>      | 1.63 |
| <b>Return on Assets</b> | 0.13 |
| <b>Debt to Equity</b>   | 1.52 |



# STATE OF DELAWARE

## Department of Finance Division of Revenue

ACTIVE BUSINESS LICENSE  
2013606979



**EFFECTIVE**

01/01/2025 - 12/31/2025

**ISSUED TO**

DELMARVA VETERAN BUILDERS LLC  
PO BOX 621  
SALISBURY MD 21803-0621

**LOCATION**

DELMARVA VETERAN BUILDERS LLC  
120 E MARKET ST  
SALISBURY, MD 21801-4927

**TRADE BUSINESS, OR  
PROFESSIONAL ACTIVITY**

NON-RESIDENT CONTRACTOR

**2025**

**ISSUED:** 12/05/2024  
**FEE PAID:** \$75.00

Is hereby licensed to practice, conduct, or engage in the occupation or business activity indicated above in accordance with the license application duly filed pursuant to Title 30, Delaware Code.

POST CONSPICUOUSLY - NOT TRANSFERABLE

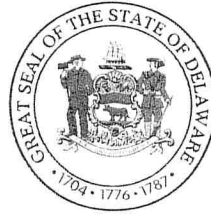




**Certificate Number:**

DE-2022-000007117

Valid for both Private and Public Work



**Registration Date:**

11/23/2022

**Expiration Date:**

11/23/2025

**State of Delaware**

**Department of Labor**

Office of Contractor Registration

**Delaware Contractor Registration Act**

Pursuant to 82 Del. Laws, c. 291, § 2; §3604. Registration required [Effective upon fulfillment of 82 Del. Laws, c. 168, § 6, as amended by 82 Del. Laws, c. 291, § 2] of the Contractor Registration Act. This certificate is required under this chapter before performing construction services or maintenance.

**DELMARVA VETERAN BUILDERS LLC**

**Valid for both Private and Public Work**

**Responsible Representative(s)**

Christopher Eccleston

*Non Transferable*

*This Certificate may not be transferred or assigned  
and may be suspended or revoked by the  
Secretary of the Delaware Department of Labor*

A handwritten signature in black ink that reads "Karryl D. Hubbard".

Karryl D. Hubbard

Secretary of the Delaware Department of Labor





**DEPARTMENT OF VETERANS AFFAIRS**  
**Center for Verification and Evaluation**  
**Washington DC 20420**

4/28/2022  
In Reply Refer To: **00VE**

Mr. Christopher D. Eccleston  
Delmarva Veteran Builders, LLC  
SAM UEI: FAYFE1X6CZJ5  
120 E. Market St.  
Salisbury, MD 21801

Dear Mr. Eccleston:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that your application for reverification has been approved. Delmarva Veteran Builders, LLC will remain eligible to participate in Veterans First Contracting Program opportunities with VA as a verified Service-Disabled Veteran-Owned Small Business (SDVOSB).

**This verification is valid for three (3) years from the date of this letter.**

Please retain a copy of this letter to confirm Delmarva Veteran Builders, LLC's continued program eligibility in accordance with 38 Code of Federal Regulation (CFR) § 74.12. You may reapply 120 days prior to your new expiration date by logging into <https://www.vetbiz.va.gov/>.

To promote Delmarva Veteran Builders, LLC's verified status, you may use the following link to download the logo for use on your marketing materials and business cards: [https://www.va.gov/OSDBU/docs/cve\\_completed\\_s.jpg](https://www.va.gov/OSDBU/docs/cve_completed_s.jpg). In addition, please access the following link for information on next steps and opportunities for verified businesses:

<http://www.va.gov/osdbu/verification/whatsNext.asp>.

While CVE has confirmed that Delmarva Veteran Builders, LLC is presently, as of the issuance of this notice, in compliance with the regulation, Delmarva Veteran Builders, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Delmarva Veteran Builders, LLC being removed from the VIP Verification Program.

*"World Class Professionals  
Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"*

Page 2

Mr. Christopher D. Eccleston

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Delmarva Veteran Builders, LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individuals records.

If Delmarva Veteran Builders, LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Delmarva Veteran Builders, LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Codes are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Delmarva Veteran Builders, LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink that reads "John Perkins". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

John Perkins  
Director  
Center for Verification and Evaluation



**From:** [Danielle Davis -GOSBA-](#)  
**To:** [Chris Eccleston](#)  
**Cc:** [Kim Jarvis](#)  
**Subject:** Welcome to the VSBE Program  
**Date:** Monday, August 26, 2024 10:26:33 AM  
**Attachments:** [image.png](#)  
[VSBE Program Seal.png](#)

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Happy Monday VSBE!

Welcome to our newest VSBEs. I am Maryland's first VSBE Program Manager, and it is my goal for you to be successful with your veteran-owned small business in the state contracting arena. Mr. Chris, I will also be following up with an email regarding a special recognition that we want to see if you are available for in November!

Your VSBE Certification number (VB#) has been assigned to your company in your eMMA account, under your Company Profile and your business is now active in our public database. **Your VSBE Certification number in eMMA is your proof of being in the program and good for only one year. Please get familiar with eMMA and check your account every so often as eMMA is the hub of Maryland's procurement to pay system. It is also the home to all solicitations over \$15,000 that you have access to review, some of which have specific VSBE goals on them.**

Vendor: SUP014818 - DELMARVA VETERAN BUILDERS LLC (Active) Search

[Save & Close](#) [Save](#) [Create a Change Request](#) [Create RFI](#) [Create Payment](#)

SBR Vendor

|   |                                     |  |  |                                   |
|---|-------------------------------------|--|--|-----------------------------------|
| Apply for the VSBE Program?<br>Yes              | Existing VSBE Vendor?<br>No         | VSBE Effective Date<br>8/26/2024       | VSBE Certification #<br><input type="text" value="VB24-065927"/> | VSBE Expiration Date<br>8/26/2025 |
| <input checked="" type="checkbox"/> VSBE Vendor | VSBE Application Status<br>Approved | Veteran Verification #<br>FAYFE1X6CZJ5 |  |                                   |

I have attached our VSBE Program Seal to use on your marketing materials and promote with pride!

Each month I send out an email of upcoming veteran events, training and veteran opportunities. Note that registration is required for all of our events and we have an awesome fall line up coming!

If you have any questions or concerns regarding the VSBE Program, please feel free to contact me.



**Danielle Davis**

*Veteran-Owned Small Business Enterprise (VSBE) Program Compliance Manager*  
Governor's Office of Small, Minority & Women Business Affairs  
100 Community Place, 3rd Floor  
Crownsville, MD 21032  
[danielle.davis2@maryland.gov](mailto:danielle.davis2@maryland.gov)  
443-346-0717 (Mobile)  
[Website](#) | [Facebook](#) | [Twitter](#)

