

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

<b>AGENCY</b> Bowen, Miclette & Britt of Florida, LLC		<b>NAMED INSURED</b> Gerrits Construction, Inc. 8177 West Glades Road #206 Boca Raton FL 33434
<b>POLICY NUMBER</b>		
<b>CARRIER</b>	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Pollution Liability is granted to those parties listed in said contract, including the Certificate Holder.

The General Liability, Auto Liability, Umbrella Liability, and Pollution Liability certified herein is primary and non-contributory to other insurance available, but only to the extent required by written contract.

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

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> GL2090189	<b>Agency Number</b> 0845507	<b>Policy Effective Date</b> 11/15/2019
<b>Policy Expiration Date</b> 11/15/2020	<b>Date</b> 11/15/2019	<b>Account Number</b> 20009905
<b>Named Insured</b> GERRITS CONSTRUCTION, INC.	<b>Agency</b> BOWEN MICLETTE & BRITT OF FLORIDA, LLC	<b>Issuing Company</b> AMERISURE INSURANCE COMPANY

1.
  - a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
    - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
    - (2) Who is named as an additional insured under this policy on a certificate of insurance.
  - b. The written contract, written agreement, or certificate of insurance must:
    - (1) Require additional insured status for a time period during the term of this policy; and
    - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
  - c. If, however:
    - (1) "Your work" began under a letter of intent or work order; and
    - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
    - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

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

## **FLORIDA CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT**

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#### 10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 9., **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any “employee” who provides incidental medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services. This incidental malpractice coverage is excess over any available medical professional liability coverage.

Under **SECTION III – LIMITS OF INSURANCE**, provisions 11. through 14. of this endorsement amend the policy as follows:

#### 11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

#### 12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision 12., your locations are premises you own, rent or use 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. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

#### 13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

#### 14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to “specific perils” where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph 2. **Exclusions**;
2. **SECTION IV**, paragraph 4.b. **Excess Insurance**.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a “specific peril” or any combination of “specific perils.”

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision 14. does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. “Specific Perils” means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or “water damage”.

“Water damage” means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, 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. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**19. MOBILE EQUIPMENT REDEFINED**

Under **SECTION V – DEFINITIONS**, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**20. ADDITIONAL DEFINITIONS**

1. **SECTION V – DEFINITIONS**, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "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 settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
  - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".



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

## **FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the

### **BUSINESS AUTO COVERAGE FORM**

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

The premium for this endorsement is \$\_\_\_\_\_

#### **1. EXTENDED CANCELLATION CONDITION**

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph A.2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the 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.

#### **2. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

- (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

- b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

- C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

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

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

#### 6. **LOAN OR LEASE GAP COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:
  - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - (4) Security deposits not refunded by a lessor; and
  - (5) Carry-over balances from previous loans or leases.

#### 7. **RENTAL REIMBURSEMENT**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

##### 4. **Coverage Extensions**

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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**8. AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

**9. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage.

**10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

**11. KNOWLEDGE OF ACCIDENT**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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#### 14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

##### SCHEDULE

###### Description of Covered "Auto":

**Limit of Insurance**  
\$500

**Deductible**  
\$250

###### A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

###### B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

###### C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

**D. Deductible**

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**E. When This Provision Becomes Void**

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.



Policy Number: CA209018606  
Effective Dates: 11/15/2019 - 11/15/2020

COMMERCIAL AUTO  
CA 71 65 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE


This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

	Countersigned By:
Named Insured: GERRITS CONSTRUCTION, INC.	 (Authorized Representative)

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

Any person or organization with whom you have an "insured contract" which requires:

- i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
- ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

- d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

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

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

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

## Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

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

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

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

Endorsement Effective 11/15/2019 Policy No. WC209019106

Endorsement No.

Insured Gerrits Construction, Inc.

Premium \$

Insurance Company Amerisure Mutual Insurance Company

Countersigned by



## COMMERCIAL LIABILITY UMBRELLA 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 on behalf of the insured the "ultimate net loss" in excess of the "retained limit" 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 damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. 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. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:
  - (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.
- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. 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.a. 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.
- d. "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.a. 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) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or 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. Except for liability arising out of the ownership, maintenance or use of "covered autos":
  - a. If you are designated in the Declarations as:
    - (1) 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.
    - (2) 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.
    - (3) 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.
    - (4) 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.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b. Each of the following is also an insured:
  - (1) 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:
    - (a) "Bodily injury" or "personal and advertising injury":
      - (i) 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" 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;
      - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
      - (iii) 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 (a)(i) or (ii) above.
    - (b) "Property damage" to property:
      - (i) Owned, occupied or used by;
      - (ii) 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).
  - (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
    - (a) With respect to liability arising out of the maintenance or use of that property; and
    - (b) Until your legal representative has been appointed.
  - (4) 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.
  - c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
    - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - 2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
    - a. You are an insured.
    - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
      - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
      - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
      - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
    - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
    - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
    - (6) "Employees" with respect to "bodily injury" to:
      - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
      - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
  - c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
  - 3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

- (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.

#### 4. 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.

#### 5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

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.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

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

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

#### 6. 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.

#### 7. Representations Or Fraud

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;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

#### 8. 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.

#### 9. 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.



Policy Number: CU209019006  
Effective Dates: 11/15/2019 - 11/15/2020

COMMERCIAL LIABILITY UMBRELLA  
CU 74 67 11 07

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

## **BLANKET ADDITIONAL INSURED – PRIMARY/NON-CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

Under **SECTION II – WHO IS AN INSURED**, the following is added to paragraph 3:

If coverage provided to any additional insured is required by a written contract or agreement, we will provide coverage to the additional insured on a primary basis without contribution from any other valid and collectible insurance available to the additional insured.

The most we will pay under this insurance on a primary basis without contribution from any other valid and collectible insurance is the amount of insurance required by the written contract or agreement **or** the Each Occurrence Limit shown in the Commercial Liability Umbrella Declarations, **whichever is less**.

Under **SECTION IV – CONDITIONS**, paragraph 5. **Other Insurance** does not apply to coverage provided by this endorsement.

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CU 74 67 11 07

EXHIBIT C

[Insert Design Criteria from RFP Exhibit 1]

Town \_\_\_\_\_

Design-Builder \_\_\_\_\_

# Exhibit 1 Design-Build Criteria

## Concept Rendering



<b>DC 01</b>	<b>Project Design Criteria</b>
<b>DC 02</b>	Site Areas & Program Requirements
<b>DC 03</b>	Additional Criteria
<b>DC A</b>	Substructure Criteria
<b>DC B1</b>	Superstructure Criteria
<b>DC B2</b>	Exterior Enclosure & Impact-Resistance Criteria
<b>DC B3</b>	Exterior Doors Criteria
<b>DC B4</b>	Roofing Criteria
<b>DC C0</b>	Interiors Criteria
<b>DC C1</b>	Interior Doors Criteria
<b>DC C2</b>	Interior Finishes Criteria
<b>DC C3</b>	Information Fixtures Criteria
<b>DC C4</b>	Storage Fixtures Criteria
<b>DC C5</b>	Window Treatment Criteria
<b>DC C6</b>	Fixed Seating Criteria
<b>DC D0</b>	People-Moving Equipment Criteria
<b>DC D1</b>	Fire Suppression Criteria
<b>DC D2</b>	Plumbing Criteria
<b>DC D3</b>	HVAC Criteria
<b>DC D4</b>	Electrical Criteria
<b>DC D5</b>	Communications Criteria
<b>DC D6</b>	Electronic Safety and Security Criteria
<b>DC E1</b>	Equipment Criteria
<b>DC E2</b>	Furnishings Criteria
<b>DC G1</b>	Site Criteria

### **DC 01 Project Design Criteria**

The Town of Golden Beach intends to utilize best design and building construction practices to accomplish the goals of this project, expects the Design-Builder to proactively address risks and challenges in the process and participates in improvement activities to achieve project success. The Town also expects to work with the Design-Builder to devise and implement appropriate processes for this project that will maximize efficiency, overall quality, budget and schedules. The project team shall deliver a “turn-key” Design + Build proposal for the site investigations and design including but not limited to survey of existing infrastructure, existing structures, site preparation/excavations (findings based geotechnical reports), renovations, permitting & construction of a new building.

The Town’s design and construction goals for the new Civic Center include:

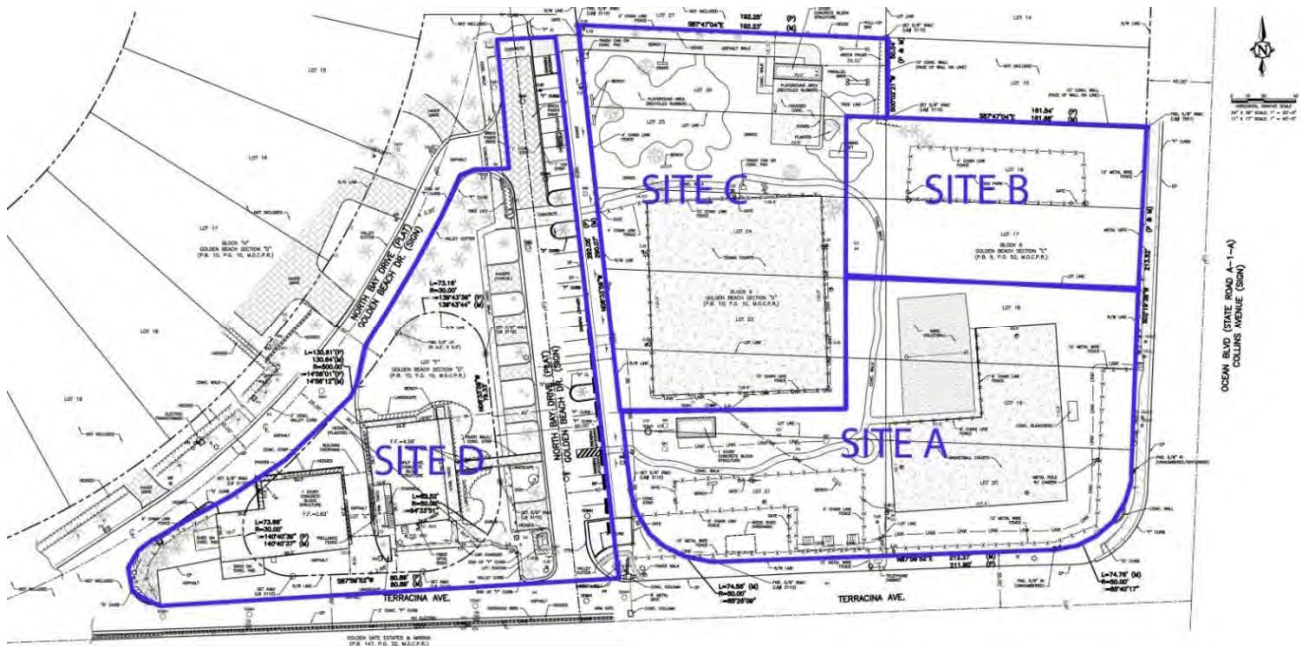
1. Utilize a prototype design to provide the Town with a new facility that incorporates the necessary program elements adequate to prepare, operate, house and maintain a high-quality workforce.
2. Complete the project in a timely fashion without undue delays and within the Town’s funding resources available for the project.
3. Incorporate high performance, energy efficient HVAC, plumbing, electrical, exhaust, mechanical, security and fire alarm systems and controls that will allow all staff to work in a safe, comfortable, operational facility.
4. Design a facility that takes into consideration energy efficiency / conservation, energy management, energy use monitoring and life cycle cost savings while incorporating environmentally responsible building practices in compliance with the FBC, NFPA, OSHA, and ADA requirements.
5. Design and construct a facility that responds to the City’s maintenance resources and long-term maintenance funding by minimizing operating and maintenance cost, maximizing energy efficiency and utilizing efficient ground maintenance.



## DC 02 Site Areas & Program Requirements

The property to be redeveloped by the design-build Architect/Engineer (A/E) consists of multiple sites as shown below.

### EXISTING SITE SURVEY

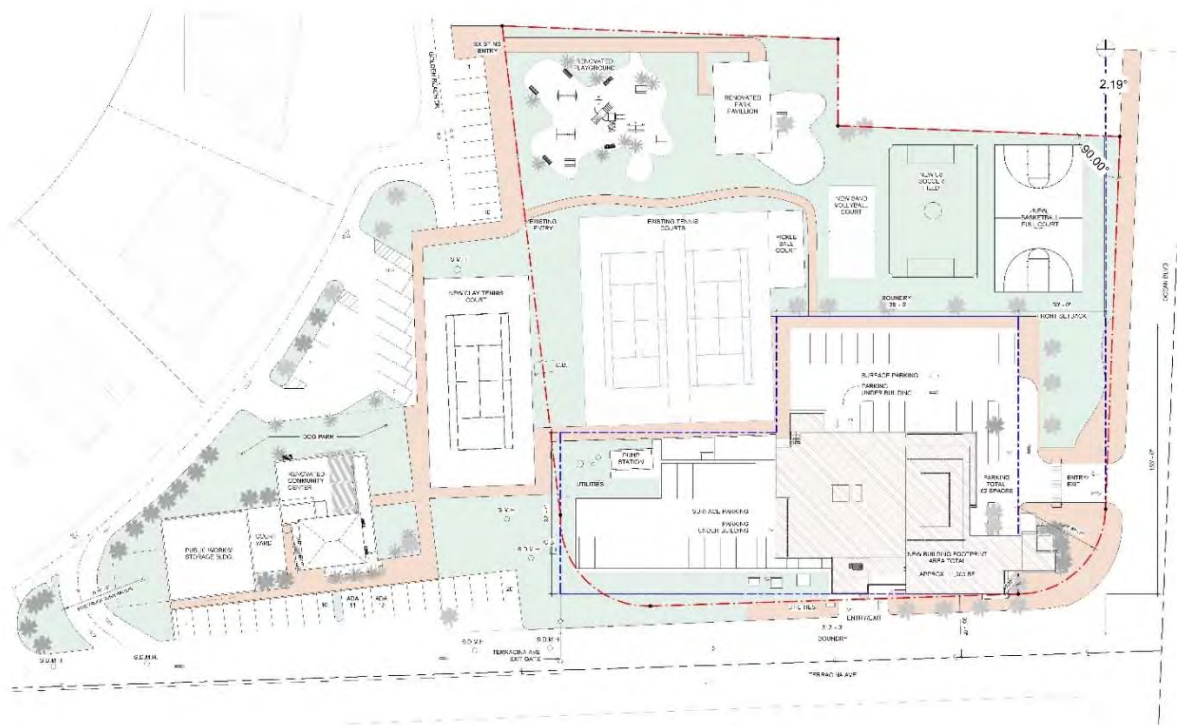




Town of Golden Beach  
Request for Proposals No. 2019-01



## Page 20



Site A: This shall be the proposed site of the new Civic Center building and additional grade level parking. The building shall be positioned in a location that would maintain existing utility locations. Determining new points of access off the roads shall be carefully coordinated with existing utility conditions and FDOT recommendations (note fire truck turn radius). The existing vehicular security entry gate on Terracina Avenue shall remain as a private resident entrance/exit. Modifications to gate as proposed by design team. The new parking within this site shall have a perimeter fencing that will secure sites B, C & D from public access. There shall be (2) pedestrian gates providing resident access from the vehicular entry gate on Terracina. The other gate should be from the grade parking under the building to the park areas. These gates shall be controlled by a security fab system for resident use only. The parking intended for the town hall shall have weekday hours of operation (weekend parking only for scheduled resident events) and shall be controlled by security gates. The new grade parking layout shall be designed to maximize the number of parking spaces while accounting for superstructure. Ground level requirements must include enough area for Police large evidence i.e. bikes, equipment storage. In addition, there must be a dedicated area for a diesel storage tank for generator use during an emergency. Refer to section DC 99 Additional Criteria & Schematic Floor Plans.

Modern architecture is the preferred aesthetic of the town. However, various interpretations will be considered. The main façade shall be orientated towards A1A. As the preferred building site is on a corner, the most attractive and architecturally detailed elements shall be utilized there. Landscape design/reworking shall include sustainable and low-maintenance species. The building shall be elevated, and contain all departments servicing the town, a multi-use space, storage, and a bunker/EOC. The

building shall have (3) levels (P Parking, Level 2, & Level 3). Lot coverage for the building is not to exceed approximately 9,000 square feet. The main interior egress access stair #1, stair #2 (can be open air), and the elevator lobby (compliant with ambulatory requirements) shall provide vertical accessibility to the (2) levels above.

The new points of entry from the street are recommended from both Ocean Blvd. and Terracina Avenue. These new access points are intended to provide security to the town by diverting all outside traffic off Golden Beach Drive. Currently, all public access enters through The Strand. Parking and access road modifications shall comply with FDOT; local parking dimension and roadway clearance requirements. See conceptual site plan.

Site B: North/South orientation of the main axis is recommended. Site planning for all new courts shall be determined by AE & drainage requirements. Proposed new courts shall consist of (1) basketball full court (preferred location within site interior), 1 Clay Tennis Court, 1 Sand Volleyball court, shall be within site B & D. The relocated paved Basketball courts shall be constructed to the FIBA standard, allowing 1% slope for drainage. The sun should ideally be in a lateral position with respect to the main axis of the court. The existing Tennis Court & Pickle ball Court shall remain at existing locations.

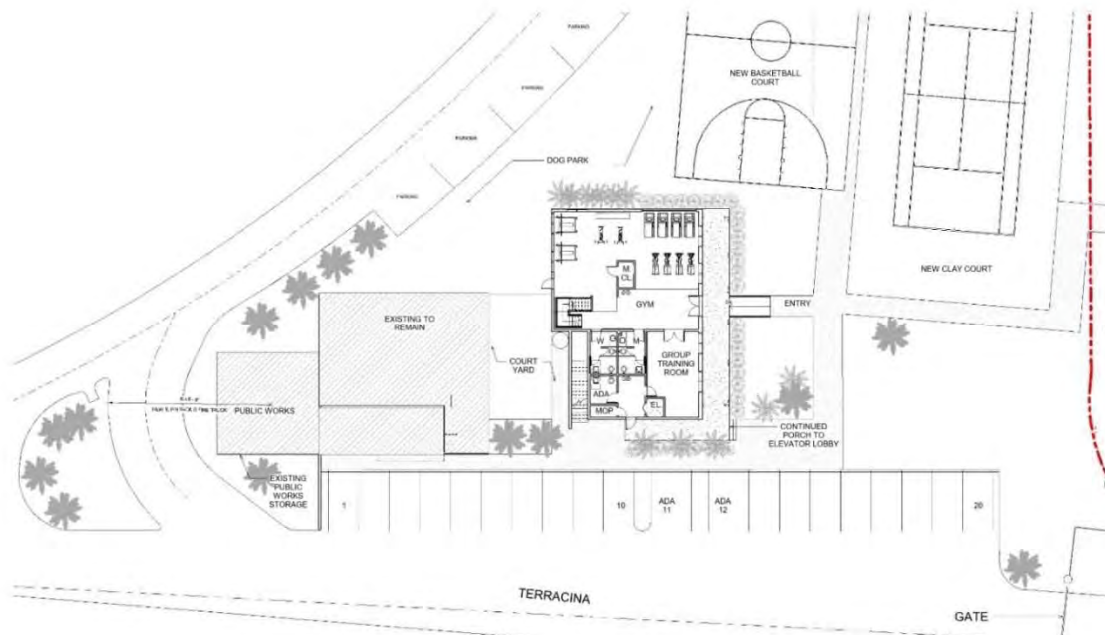
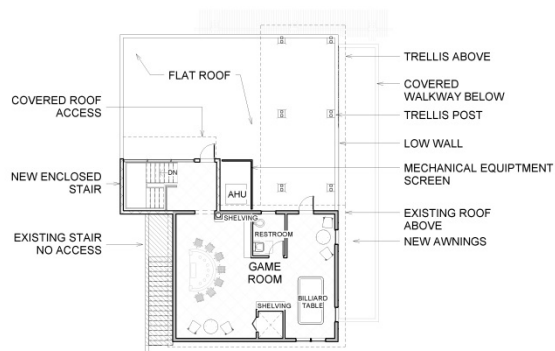
Since the courts are proposed new construction, it is a good opportunity for the staging and storage of construction equipment. It is important to maintain a high level of security during the construction project. It can help create peace of mind for our residents and visitors. Ensure that all individuals on site feel safe and know who they can contact if there is an issue. Keeping the lines of communication open and planning for changes will help create a safe, secure environment during the construction project.

Site C: The locations of the tennis courts and playground shall remain as existing. The site and perimeter shall be protected during construction with no work in this area. Any planned disruption in use shall be coordinated with the construction schedule.

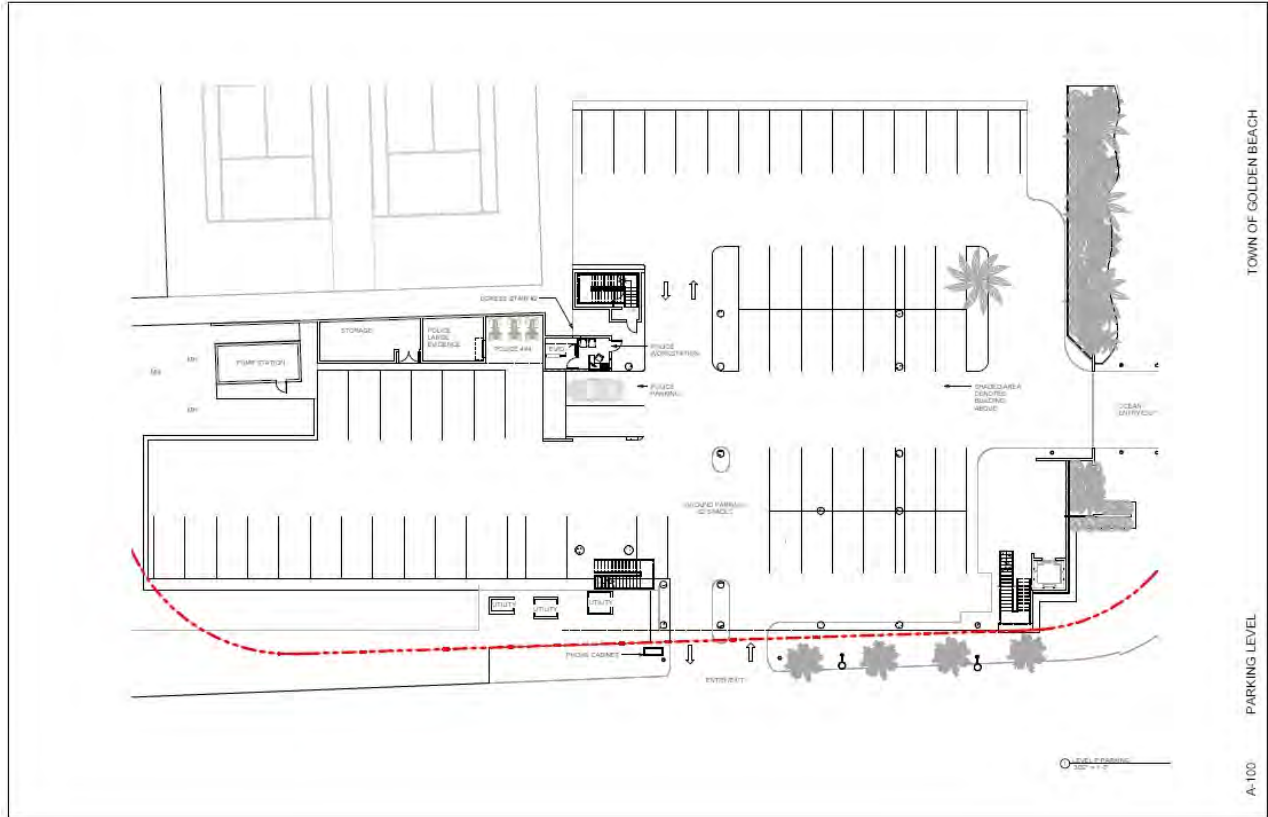
Site D: The existing building at 1 Golden Beach Drive shall be repurposed to accommodate a private gym, gaming room (with gaming equipment T.V.s/projector), and usable rooftop area with shading for the residents. There must be the addition of (1) ADA restroom, a new stair and chair lift within the renovated facility. The exterior of the building shall be restored and facades facing adjacent properties to be improved to create a more attractive appearance i.e. the use of a vertical garden along these facades. The existing site parking shall be redesigned/ restriped to maximize parking on the site. Parking for the park area shall be consistent with the parking layouts of the towns existing parks (parallel). The new location of the dog park shall be adjacent to the existing building.

The town will continue to operate in this building during construction of the new building. As such, the construction schedule shall include the timeframe proposed for the staff to transfer into the new building. Once the certificate of occupancy for the new building is issued, the renovation of the resident amenity center shall commence within (30) calendar days.

## Site D: Repurposing Conceptual Plan



## Parking Level Conceptual Site Plan - Program Requirements

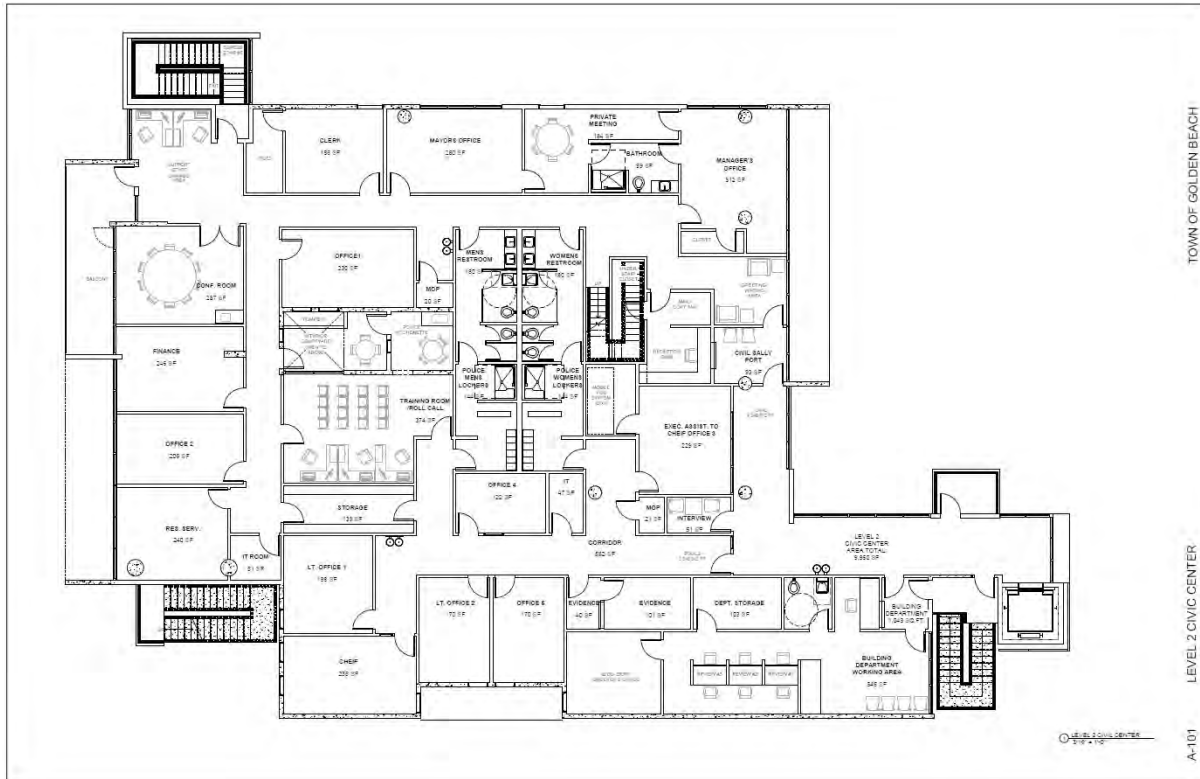


Parking layouts and building superstructure design shall be determined by A/E final design. Curbs shall be designed as required and/or needed. Design the proper placement barriers to protect the building superstructure and existing utilities. The conceptual plans represent the town's program requirements by level. The existing fencing and landscape shall be preserved as much as possible and to be incorporated into the new site design. There shall be access gates at both street entrances to the grade parking area under the building. A building solar study shall be provided to optimize energy & light harvesting opportunities.

As stated in the Site A description above, there must be accommodations for egress exits and all requirements regarding life safety as required by FBC. The site lighting and security system shall be carefully coordinated with the system consultants. All stairs and access doors must video surveillance as well as all corridors, entrance gates and storage areas. There must also be a protected garage storage (large evidence) area & workstation for police and separated air-controlled storage government use. Storage of special police equipment shall be considered (i.e. marine equipment/rescue boat/4X4 vehicles) and accounted for when proposing areas and methods to store police inventory.

## Level 2 Conceptual floor plan - Program Requirements





Level 2 shall be elevated to a minimum of +20' NGVD. Building department shall have an area of approximately 1,000 S.F. and shall include: Department Director office, (1) ADA restroom, a minimum of (3) reviewer desks and ample counter space for floor plan review & storage. Most of the traffic is entering through the building department. It is preferred that this is the first department accessible to the public. Entry to both the Building Department and the Police Department shall be secured by a vestibule. The Police Department entry will be clearance only access controlled. The opportunity to create a space where police interviews can occur without entry into the department is encouraged.

The police department shall also be located on Level 2. This department shall be the second department accessible to the public. The police department shall have an area of approximately 2,600 S.F. and shall include: Chief's office, Assistant to the Chief office with file mobility system closet, (2) Lieutenant office (2) staff offices, Police (male & female) personal storage locker rooms with showers (shall be located near or connected to the main restrooms), Roll-Call area (shall also be utilized as the training area) with (3) workstations, interview room, small kitchenette, I.T. closet & storage area. The evidence room shall be designed with the security requirements as needed. In addition, camera surveillance shall be in all corridors, evidence rooms, and storage areas. No cameras in offices or resting/locker room areas.

The Government offices shall have an area of approximately 4,600 S.F. and shall include: A secured entrance lobby and reception desk. Visitors will be given access to the executive offices through the security door by a receptionist. The Mayor's Office, Manager's Office with private full bath, Clerk's Office with file storage room, Finance Directors office, Residence Services office, minimum (2) support staff



offices & (2) shared workstations, Conference room, IT room, male & female restrooms, mop closet, mail & copy station. The men's and women's restrooms shall be designed as per ADA & occupancy requirements.

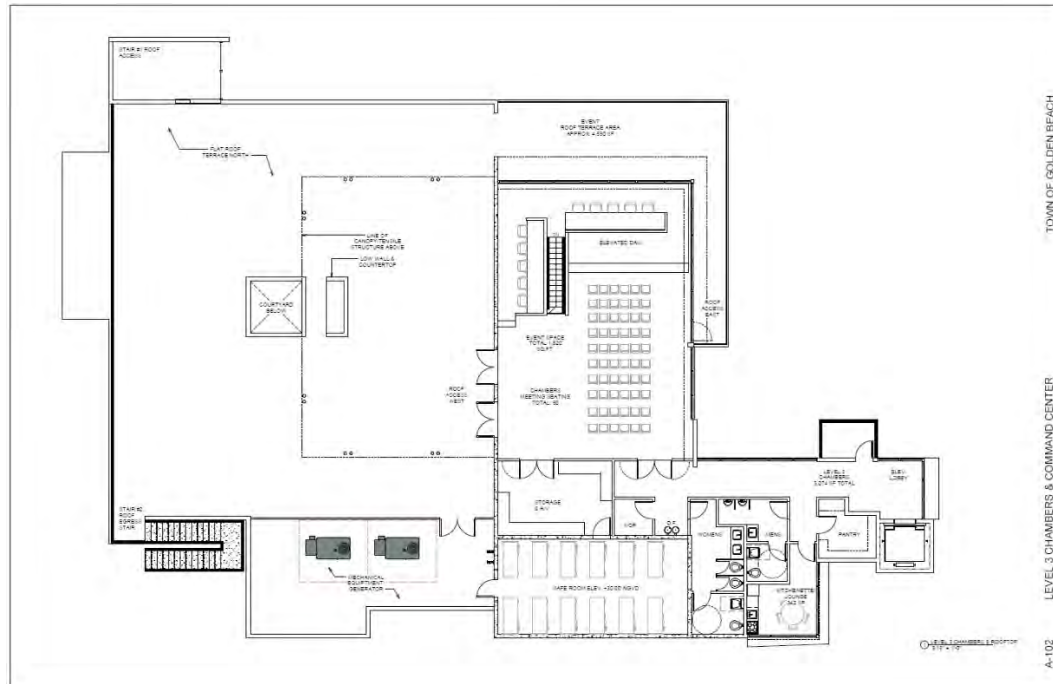
The Manager's & Mayor's offices shall be connected by a private conference room and full restroom. The floor plan of the offices should be positioned to best suit the daily functions of the town staff i.e. the Manager and the Town Clerks office shall be in proximity. See Level 2 conceptual plan above.

Based on occupancy load calculations, A/E team shall determine the required number of egress stairs and size requirements. The schematic floor plans in the design criteria reflect the space allocation, and programmatic needs of the town. The program requirements for each level are based on the space allocation study, requirements and comments of the staff. Below is a ledger of minimum areas for office spaces.

DEPARTMENT	OFFICE NAME	AREA/MIN. S.F.
Government	Manager's Office	320
	Mayor's Office	260
	Private Meeting Room	190
	Town Clerk	260
	Finance Director	240
	Resident Services	240
	Office 1	220
	Office 2	210
	Conference Room	240
Police	Chief	240
	Lt. Office 1	200
	Lt. Office 2	170
	Exec. Assist. To Chief	260
	Office 4	170
	Office 5	120

DEPARTMENT	OFFICE NAME	AREA/MIN. S.F.
	Interview Room	50
	Roll Call/Training	375
Building	Department Director	180

### Level 3 Conceptual floor plan - Program Requirements



Level 3 shall be elevated to a minimum of +35' NGVD. This level shall be the location of the Chambers and the Bunker. The level shall also serve as the Multi-use space for the residents. The Chambers dais area shall be elevated; an L-shaped Dais with 10 seats (provide separate entry to Dais for council members from level below), A/V room (location of security monitors), Bunker (reinforced concrete enclosure), Male & female restrooms, Kitchen/Lounge with Pantry. Provide access to roof terrace designed for occupancy & outdoor events. The outdoor event space shall be partially covered with a shading system that is designed to provide adequate sun protection (shade based on solar studies) and wind flow. As an additional indoor function space for the town, it is preferred that the venue area is orientated towards the best ocean views.

The concrete bunker shall have a super-structure that is independent from the main buildings structural grid. Each cell within exterior walls of the bunker shall be filled with steel reinforced concrete. The entrance door to the bunker shall be placed at the best location to allow safety during an emergency event. All mechanical & electrical systems servicing the bunker must be located beside the space and

function independent of the main building. Bunker equipment such as the backup generator and emergency systems shall be designed independently from the main structure. Emergency power distribution minimum design shall include: main security systems & door access control devices, emergency lighting throughout, emergency power & HVAC supply in specific zones as determined by the building design. *The bunker must also include a separate means of egress and restroom facilities within the space as required.*

Provide access to roof from either proposed egress stair. Engineers to determine roof area to be utilized for mechanical equipment and carefully designed to best accommodate usable area. The roof equipment shall be protected by a screen system capable to withstand large missile impact requirements.

#### DC 03 Additional Criteria

The design must have the ability to support flexible passive or programmed use in gathering spaces, the shaping and orientation of the building program to encourage such use, and the expansion of the building program to take advantage of multi-use spaces. Assembly areas designed for flexible use, both during and after business hours must have direct and clear wayfinding from building entrances.

The design team must demonstrate in design drawings how, when designed for public use, Chambers/assembly rooms, and other gathering spaces allow for several different uses, such as a standing room, reception, a seated dinner, an awards ceremony, or similar use. Exterior roof area to be utilized for venue space, shall be designed and coordinated with the engineering team to allow acceptable placement of roof shading system i.e. tensile structure, roof equipment, fans/or exhaust locations. The surface shall have a non-slip epoxy finish. If the design allows, provide a counter area for event services.

#### DC A Substructure

The A/E team must comply with the guidelines set forth by the FEMA insurance program. Structural requirements for hazardous coastal flood zones with predicted storm surge of greater than 8 feet above BFE (base flood elevation). Pile: Pile foundations are recommended for AE Zones and Coastal A Zones. These open foundations are constructed with square or round, concrete, or steel piles, driven or jetted into the ground, or set into augered holes. Critical aspects of a pile foundation include the pile size, installation method and embedment depth, bracing, and the connections to the elevated structure. Pile foundations with inadequate embedment will lead to building collapse. Inadequately sized piles are vulnerable to breakage by waves and debris.

Fill: Using fill as a means of providing structural support to buildings in AE Zones is prohibited because it is susceptible to erosion. Also, fill must not be used as a means of elevating buildings in any other coastal area subject to erosion, waves, or fast-moving water. However, minor quantities of fill are permitted for landscaping, site grading (not related to structural support of the building), drainage around and under buildings, and for the support of parking slabs, patios and walkways (2009 IRC Section R322.3.2). These guidelines are consistent with NFIP Technical Bulletin 5, Free-of-Obstruction Requirements for Buildings