



**SPECIAL VILLAGE BOARD
MEETING**
Mukwonago Municipal Building / Board Room
440 River Crest Court, Mukwonago, WI 53149
April 1, 2026 at 6:00 PM

AGENDA

Meeting to start at 6:00 p.m. or immediately after the Committee of the Whole adjournment

1. Call to Order

2. Roll Call

3. Comments from the Public

The Public Comment Session shall last no longer than fifteen (15) minutes and individual presentations are limited to three (3) minutes per speaker.

4. Consent Agenda

4.1 Approve Supplemental Agreement No. 1 to the Traffic Impact Analysis (TIA) for intersections of Wolf Run, Dewey Drive and Boxhorn Dr. as required by WisDOT

4.2 Approve Change Order No. 9 and Final Pay Request to Musson Brothers for work completed on DeBack Drive Infrastructure project, in the amount of \$202,320.10

5. Closed Session

5.1 **Closed session pursuant to Wis. Stats. § 19.85(1)(e)** (Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) for negotiation concerning **301 Main St**

6. Open Session

6.1 Motion to reconvene into open session pursuant to Wis. Stats. §19.85(2) for possible discussion and/or action concerning any matter discussed in closed session

7. Adjournment

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to

accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.

VILLAGE OF MUKWONAGO

REPORTS AND PRESENTATIONS TO THE VILLAGE BOARD



Topic:	Amendment to the Traffic Impact Analysis MOU With WisDOT for Boxhorn		
Date:	March 25, 2026		
Presenter:	Diana Dykstra/Mike Michalski	Department:	Village Administrator

Conformance with Strategic Plan

Approval of this action would conform to the following strategic goals:

- Energized Workforce
- Balanced Development
- Responsible Finances
- Quality of Life
- Other _____

Overview/Background Information

The Village has received correspondence from the Wisconsin Department of Transportation (WisDOT) regarding the proposed Briohn Industrial Building Development and the construction of East Boxhorn Drive. Based on its review of the initial submittal, WisDOT has determined that a Full Traffic Impact Analysis (TIA) is required to evaluate the impacts associated with the proposed development, determine appropriate access, and identify any necessary transportation improvements.

WisDOT has indicated that completion and acceptance of the TIA is a prerequisite to advancing the permitting process.

In response to WisDOT’s requirements, TADI has prepared a supplemental agreement to complete the required Full TIA. The proposed scope includes coordination with WisDOT, additional traffic data collection, preparation of traffic forecasts, and completion of the full analysis necessary to support permitting.

For reference, the anticipated timeline for the TIA process is as follows:

- Traffic data collection and forecast request submittal: 1–2 weeks
- WisDOT traffic forecast preparation: 6–10 weeks
- TIA completion by TADI: approximately 3 weeks
- WisDOT review and acceptance: 8–12 weeks

Given the importance of this analysis in maintaining the project schedule and advancing the development, staff recommends approval of the attached TADI supplemental agreement so that work may proceed.

Key Issues (if necessary)

This is an amendment to our existing MOU which the DOT has determined further data was necessary.

Fiscal Note/Budget Impact

This is an expense for TID 5.

Action Required/Recommendation

Motion to recommend approval of Supplement Agreement Number 1 Briohn Development & Other Developments with Access to STH83 Via Boxhorn Drive and Dewey Drive for Full WisDOT Traffic Impact Analysis.

Attachments

**SUPPLEMENTAL AGREEMENT, NUMBER 1
BRIOHN DEVELOPMENT & OTHER DEVELOPMENTS WITH
ACCESS TO STH 83 VIA BOXHORN DRIVE AND DEWEY DRIVE IN MUKWONAGO
FULL WISDOT TRAFFIC IMPACT ANALYSIS**

This Supplemental Agreement, Number 1, to the AGREEMENT FOR ENGINEERING SERVICES, dated February 17, 2026 (the Agreement), between the Village of Mukwonago (Client) and Traffic Analysis and Design, Inc. (Engineer) is made as of this 23rd Day of March, 2026.

SCOPE OF SERVICES

For access approval from WisDOT, Engineer will prepare a required “Full TIA” for the proposed multi-phase/mixed-use developments in Areas 1 through 4 east and west of STH 83 and south of I-43 as required and documented in the March 23, 2026 WisDOT TIA requirement letter. This includes the past work done from the TIA Initial Review and recent Client and WisDOT coordination.

WisDOT TIA Process

Engineer will prepare the traffic impact study analysis in accordance with the *WisDOT Traffic Impact Analysis Guidelines* based on the TIA Initial Review (previously prepared) and the March 23, 2026 WisDOT TIA requirement letter. Per the WisDOT TIA requirement letter, the study area will consist of the following three (3) intersections:

1. STH 83 with Boxhorn Drive/Development Access
2. STH 83 with Dewey Drive/Development Access
3. STH 83 with Wolf Run

If additional intersections are desired to be analyzed by the Village or WisDOT after submittal of the Full TIA report, it will be considered additional work requiring a contract amendment.

Task 1 – Data Collection

Engineer will utilize the traffic count data from the TIA Initial Review. Engineer will supplement the previously conducted traffic counts with conducting traffic turning movement counts at the STH 83 intersection with Wolf Run for a weekday from 7 AM to 9 AM, 3:30 PM to 5:30 PM and on a Saturday from 11 AM to 1 PM. Engineer will conduct the traffic counts to WisDOT standards consisting of counting all movements (including U-turns) separately in 15-minute intervals with hourly totals. Automobiles, trucks, busses, bikes and pedestrians will be counted separately per movement.

Engineer will compile the traffic count data and will submit the counts and traffic assignments from all three study area intersections along with the required WisDOT forecasting forms to WisDOT for development of the Year 2037 traffic forecasts. Engineer will coordinate with WisDOT for the growth rates and year 2037 traffic projection peak hour volumes at the study area intersections to accelerate the process.

As required by WisDOT, Engineer will evaluate the intersection sight distance/stopping sight distance at the proposed development roadway connections to STH 83 opposite Boxhorn Drive and Dewey Drive. More specifically, Engineer will measure the sight distance based on photos to determine if sight distance is met for turning movements at the access roadway. If sight

distance is not met, Engineer will provide recommendations such that sight distance would be met for the development turning movements.

Engineer will coordinate with WisDOT for the current traffic signal timing plans at the STH 83 intersection with Wolf Run.

Task 2 - Trip Generation, Distribution and Assignments

Engineer will revise the trip generation, distribution and resulting traffic assignment for the off-site development per the WisDOT comments in their March 23, 2026 TIA requirement letter. Engineer will submit the revised traffic assignment and total traffic exhibits to WisDOT for their review and approval prior to conducting the traffic analysis.

Task 3 - Traffic Analysis – Initial Build Year 2027

Engineer will utilize the revised and approved trip generation, trip distribution, traffic assignment and the traffic count data to determine the Initial Build Year 2027 traffic volumes for the weekday AM, PM and Saturday peak hours for the three study area intersections.

Engineer will analyze the three study area intersections, as outlined above, for the weekday AM, PM and Saturday peak hours for the following scenarios:

1. Year 2027 Base/Existing conditions (no development) to provide a basis of comparison
2. Year 2027 Initial Build conditions (with the initial phase of the proposed development) with no intersection and signalization improvements
3. Year 2027 Initial Build conditions (with the initial phase of the proposed development) with intersection and signalization improvements to provide adequate Levels of Service and queuing capacity at the study area intersections

Engineer will make recommendations on intersection geometrics, traffic control, signalization, channelization, turn bay lengths, and other improvements required to provide LOS 'D' or better for all traffic movements at the study area intersections.

Engineer will conduct a traffic signal warrant analysis for the STH 83 intersection with Boxhorn Drive based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) with the Initial Build Conditions traffic. Engineer will compare the hourly traffic turning movement counts with the expected development traffic to the traffic signal warrant thresholds in the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) to determine if a traffic signal is warranted at the intersection.

Task 4 - Traffic Analysis – Full Build Out Year 2037

Engineer will utilize the trip generation, trip distribution, traffic assignment and the WisDOT projection data to determine the following traffic volume scenarios for the weekday AM, PM and Saturday peak hours for the three study area intersections:

- Year 2037 Background conditions (no additional development, but with WisDOT traffic projections)
- Year 2037 Build conditions (with full buildout of the proposed on-site development)

- Year 2037 Total conditions (Build conditions plus the offsite development traffic)

Engineer will analyze the three study area intersections, as outlined above, for the weekday AM, PM and Saturday peak hours for the following scenarios:

1. Year 2037 Background conditions, to provide a basis of comparison
2. Year 2037 Build conditions with no improvements
3. Year 2037 Build conditions with improvements, if needed
4. Year 2037 Total conditions with no improvements above and beyond the 2037 Build conditions improvements.
5. Year 2037 Total conditions with improvements above and beyond the 2037 Build conditions improvements.

Engineer will make recommendations on intersection geometrics, traffic control, signalization, channelization, turn bay lengths, and other improvements required to provide LOS 'D' or better for all traffic movements at the study area intersections.

If signal warrants were not met for Year 2027 Initial Build conditions, Engineer will conduct a traffic signal warrant analysis for the STH 83 intersections with Boxhorn Drive and Dewey Drive for the Build and Total conditions traffic based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Engineer will compare the hourly traffic turning movement counts with the expected full buildout development traffic to the traffic signal warrant thresholds in the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) to determine if a traffic signal is warranted at each intersection.

If signal warrants are shown to be met and if WisDOT agrees to the signalization location through the TIA acceptance process, WisDOT may require a WisDOT ICE Analysis. If a WisDOT ICE analysis is required, it will be considered additional work and will require a supplemental agreement.

Task 5 – Report

A “draft” Traffic Impact Analysis (Full TIA) report completed to WisDOT guidelines documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The report will include text, tables and exhibits. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit final copies to the Client. The report will be submitted to WisDOT for review and acceptance.

Task 6 - Meetings

No meetings are included in this scope of services. If meetings requiring attendance by the Engineer are required, it will be considered as additional services and will be invoiced based on time and materials.

SCHEDULE

Engineer will submit the WisDOT traffic forecast request forms and traffic count data within two weeks of receiving authorization. Engineer will submit a DRAFT TIA to the Client within three weeks of receiving the WisDOT traffic projections. The Engineer will finalize the report and submit final copies to the Client within two days of receiving comments from the Client. Should

Client identify a need to expedite this schedule, every effort will be made to meet the Client's needs.

COMPENSATION

Compensation for the services described above, shall be an additional lump sum fee of Twenty-Seven Thousand Four Hundred Twelve Dollars (\$27,412.00). The total project lump sum fee is Thirty-Nine Thousand Eight Hundred Fifty-Three Dollars (\$39,853.00).

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Village of Mukwonago (Client)

ENGINEER (Traffic Analysis & Design, Inc.):

By: _____
(Signature)

By: 
(Signature)

Name: _____
(Type or Print)

Name: John A. Bieberitz, P.E., PTOE

Title: _____

Title: President

Date: _____

Date: 3/23/26



March 23, 2026

DIANA DYKSTRA
VILLAGE OF MUKWONAGO
440 RIVER CREST CT
MUKWONAGO WI 53149

Subject: Log #247568 – Development Submittal
Briohn Industrial Building Development
WIS 83 Opposite Boxhorn Drive
Waukesha County

Dear Ms. Dykstra:

We have reviewed the initial information forwarded for the subject development. The Department concurs that a Traffic Impact Analysis (TIA) for the Briohn Industrial Building Development is necessary to understand the impacts from the proposed changes in uses, determine access, and establish the improvement requirements. After the TIA has been accepted, the permit process will proceed.

Please find the parameters for conducting the traffic impact evaluation on the attached review sheet. We look forward to working with the Village of Mukwonago regarding this development plan. Please include a written statement from the Village with the next submittal to explain where the development is in the municipal approval process.

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-6707. Please direct any questions regarding the Trans 233 process to Jorge Salazar at (262) 548-5695 or Robert Elkin at (262) 548-8704. Kevin Koehnke, Permit Coordinator (262) 548-5891, will process any necessary permits. Also, please reference the identification log number (#247568) when forwarding all correspondence.

Sincerely,

A handwritten signature in cursive script, appearing to read "Art Baumann".

Art Baumann, P.E.
Traffic Operations Engineer

Enclosures

Cc: Kory Dercks, DOT-Central Office, Traffic Forecasting
Robert Elkin / Tom Boyke, DOT
Sue King / Kevin Koehnke / Jorge Salazar, DOT
Jarrett Gates / Brent DesRoches, DOT
Dan Bieberitz, TADI
Mike Michalski, Ruckert-Mielke

Project: Log #247568 – Briohn Industrial Building Development
WIS 83 Opposite Boxhorn Drive, Waukesha County
Review Unit: Traffic Operations
Reviewers: Art Baumann – SE Region
Date: March 23, 2026

The development's site plan shows internal circulation and street connections to serve the development. In addition to the planning already done, the development needs to be designed in consideration of traffic issues and development in and around the study area. A **Traffic Impact Analysis** is needed to understand the traffic impacts, access and improvement needs for these proposed developments. **This analysis shall look at the trip generation for the development and consider the effects of recent and proposed developments in the vicinity.**

There is a need to select a qualified Traffic Engineering Consultant familiar with the trip generation/distribution practices, with the ability to conduct capacity analysis, evaluate results and prepare the report. Please follow **the Statewide TIA Guidelines** for preparing the traffic evaluation study. The parameters below outline the elements to include in this study. **The TIA shall provide an analysis of the development's initial build year (2027) and the full build out horizon year (2037). The horizon year analysis is only needed if the development entrance opposite of Boxhorn Drive is to be constructed as a public roadway. If the municipality/developer wishes to consider additional phased improvements, additional analysis years should be identified and included in the traffic projections, analysis, and recommendations. The Department reserves the right to request additional information or analyses to address specific operational or safety concerns.**

Access Issues

The development's plan, including the future surrounding developments, will generate a significant volume of traffic. The following outlines the parameters for establishing access and site plan design for the subject development:

- 1) WisDOT will require traffic data (trip generation, distribution, and assignment) before we can accept the traffic study.
- 2) Evaluation of the traffic information will help in planning the best access for this development. Please show the intended development along WIS 83 including land use and locations of access.
- 3) Please evaluate geometric improvement considerations, traffic signal warrants (if necessary), proper spacing of access points from existing/proposed intersections and proper sight distance at intersections.
- 4) WisDOT will allow one access to WIS 83 for the development opposite Boxhorn Drive. The access can initially be a private driveway, but will ultimately need to be a public street to service the future off-site development lands to the north of the development site. An additional access to the off-site development will be allowed to WIS 83 opposite of Dewey Drive.
- 5) Evaluation of operations, level of service and improvement analysis will be needed at the following intersections:
 - a) WIS 83 & Boxhorn Drive / Development Access
 - b) WIS 83 & Dewey Drive / Development Access
 - c) WIS 83 & Wolf Run (Only if needed for the analyses)
- 6) Setback requirements shall be shown along WIS 83.
- 7) Vision/Sight Distance must be reviewed to ensure the access locations meet appropriate criteria.

Study Area

- 1) The TIA study area shall encompass WIS 83 from Boxhorn Drive to Dewey Drive.
- 2) Development Peak Times: weekday AM peak (7:15 to 8:15 am), weekday PM peak (3:45 to 4:45 pm), and Saturday peak (11:00 am to 12:00 pm)
- 3) Check all movements at existing intersections to ensure other times are not a dominant volume for any movement. If another time is the peak for any turn movement, this data must be shown and considered when establishing improvements and storage lengths.
- 4) Any capacity problems at proper access points need to be addressed through separating movements or providing alternate access.
- 5) The traffic study must consider the Village of Mukwonago's Master Plan (zoning and street network) and any known future development plans.
- 6) If the development accounts for more than 20 percent of the traffic for any one movement at intersections beyond these limits, the area must be expanded accordingly.

Report Development

This study report will need to determine the traffic generated by the development and any other planned developments within the study area. **The study will then evaluate the operations to determine the necessary storage lengths at intersections and any required improvements.** In addition, recommendations must be developed to address any deficiencies. The consultant is advised to pay particular attention to the following study elements through the study process:

- 1) Explain, through narrative discussion and/or exhibits, the existing use and proposed changes to the property and parcels within the study area. Clearly identify the **stages and time frame** for each portion of the development. Exhibits showing staging breakdowns are beneficial.
- 2) As discussed in the guidelines, traffic exhibits need to be developed based on WisDOT traffic counts and forecasts.
- 3) The TIA shall use the WisDOT traffic count data and forecast data as the base line for analysis. Please contact Brent DesRoches at (262) 548-5611 to obtain the WisDOT traffic counts and the forecast.
- 4) Please contact Jarrett Gates at (262) 548-5894 for information regarding the timing and operations of the existing traffic signals at the WIS 83 & Wolf Run intersection if needed for the analyses.
- 5) Please utilize the 11th edition of the **ITE Trip Generation** manual for the development's trip generation or provide appropriate documentation on other methods of trip generation. The on-site trip generation is acceptable. **The trip generation provided for the off-site developments is not acceptable. Please revise as shown on the exhibits provided separately.** The proposed trip distribution is acceptable. The on-site trip assignment is acceptable. **The off-site trip assignment will need to be revised per the exhibits provided separately.** The on-site development shall be analyzed as the Build Traffic.
- 6) Label all major streets and access points within the study area (show distances, land uses and ownership).
- 7) Include the existing and final transportation details as discussed in the TIA Guidelines. Analyze development access points for the base year to determine if existing operations will handle traffic. Record improvements to address any deficiencies revealed through the evaluation.

March 27, 2026

Ms. Diana Dykstra, ICMA-CM, MMC
Village Administrator
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Deback Drive Infrastructure
Final Payment

Dear Ms. Dykstra:

Enclosed with this letter, please find Change Order No. 9. This Change Order serves to adjust the final Contract Price to reflect the actual completed Work. Please have Change Order No. 9 signed and dated by the appropriate individual and return an executed copy to our office for further distribution.

In accordance with the Contract Documents, the Contractor for this Project, Musson Brothers, Inc., has submitted a final Application for Payment and has furnished the enclosed Contract-required items:

1. Consent of Surety to Final Payment.
2. List of Subcontractors, Suppliers, and service providers performing, furnishing, or procuring labor, services and materials on the Project.
3. Releases or waivers of lien from the General Contractor and first tier Subcontractors and Suppliers.
4. Certificate or other evidence of completed operations insurance.

You may want to have your legal counsel and insurance advisor review the respective lien waivers, bonding, and insurance documents to verify legal effectiveness. If all are satisfactory, we recommend final payment, and give notice (enclosed), that the completed Work is acceptable subject to the provisions of General Conditions paragraph 15.07.

In accordance with paragraph 15.08 of the General Conditions, the Contractor is required to promptly repair or correct defective Work for a period of one year from the date of Substantial Completion which was August 29, 2026. You may wish to review the Project a month or so before the anniversary date to check for any warranty items. If we can be of assistance to you in this regard, please contact us.

Respectfully,

RUEKERT & MIELKE, INC.



Michael E. Michalski
Project Engineer
mmichalski@ruekert-mielke.com

MEM:acl

Enclosure(s)

cc: Lana Kropf, WCMC/CMC, Village of Mukwonago
Diana Doherty, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Wayne Castle, Village of Mukwonago
Nathan Bayer, Village Attorney

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: DeBack Drive Infrastructure
OWNER: Village of Mukwonago
CONTRACTOR: Musson Brothers, Inc.
EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: March 6, 2020
ENGINEER: Ruekert & Mielke, Inc.
NOTICE DATE: March 27, 2026

To: Village of Mukwonago
Owner

And To: Musson Brothers, Inc.
Contractor

From: Ruekert & Mielke, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services and the terms and conditions set forth as follows:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

By: Michael E. Michalski
Title: Project Manager
Dated: March 27, 2026

Date of Issuance: March 17, 2026	Effective Date: March 17, 2026
Contract: DeBack Drive Infrastructure	Owner: Village of Mukwonago
Contractor: Musson Bros., Inc.	Engineer: Ruekert & Mielke, Inc.
Address: 1522 Pearl Street	Engineer's Project No.: 12-10096.300
Waukesha, WI 53186	Effective Date of Contract: March 6, 2020

The Contract is modified as follows upon execution of this Change Order:

Description:

Closeout Change Order and New Bid Items: Water Main Infrastructure (not in 2022 stockpiled material), Additional mobilization, testing, and hand setting of concrete curb & gutter, and Decorative metal fence power washing.

Reason for Change Order:

Adjust the Contact price to match amount earned.

The \$63,836.68 cost is for water main infrastructure materials not included in the 2022 stockpiled purchase or the 2025 price adjustment, including hydrants, valves, extensions, and related appurtenances.

An additional \$6,875 covers mobilization, testing, and hand setting of concrete curb and gutter.

An additional \$2,900 covers power washing of approximately 1,035 linear feet of decorative metal fencing, which required cleaning after outdoor storage.

Attachments:


Closeout Change Order Analysis and Final Pay Application No. 12.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>2,836,068.65</u>	Original Contract Times: Substantial Completion: <u>October 2, 2020</u> Ready for Final Payment: <u>November 2, 2020</u>
Increase from previously approved Change Orders No. 1 to No. 8: \$ <u>1,030,003.66</u>	Increase from previously approved Change Orders: Substantial Completion: <u>1,795 days</u> Ready for Final Payment: <u>1,795 days</u>
Contract Price prior to this Change Order: \$ <u>3,866,072.31</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 1, 2025</u> Ready for Final Payment: <u>October 2, 2025</u>
Decrease of this Change Order: \$ <u>65,682.17</u>	Increase/ Decrease of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>3,800,390.14</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 1, 2025</u> Ready for Final Payment: <u>October 2, 2025</u>


RECOMMENDED:

ACCEPTED:

ACCEPTED:

Signature: 
Engineer (Authorized Signature)
Michael E. Michalski
Ruekert & Mielke, Inc.

Signature: _____
Owner (Authorized Signature)
Village of Mukwonago

Signature: 
Contractor (Authorized Signature)
Musson Bros., Inc.

Date: March 17, 2026

Date: _____

Date: 3/26/26

00 63 63-1

03/17/26

Ruekert & Mielke, Inc.

~Mukwonago Village 12-10096 DeBack Drive Infrastructure > Construction > Changes > 00 63 63 Change Order No.9~

ANALYSIS OF CHANGE ORDER NO. 9



W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

OWNER: Village of Mukwonago
PROJECT: DeBack Drive (Donna Drive) Infrastructure
DATE PREPARED: 3/17/2026

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
1	Mobilization (limited to maximum of 5% of Total Bid) - 2019	L.S.	0.06	\$140,000.00	\$ 8,400.00	0.06	\$ 8,400.00
1R-1	Mobilization (limited to maximum of 5% of Total Bid) - 2022	L.S.	0.8	\$175,000.00	\$ 140,000.00	0.80	\$ 140,000.00
1R-2	Mobilization (limited to maximum of 5% of Total Bid)	L.S.	1	\$185,000.00	\$ 185,000.00	1.00	\$ 185,000.00
2	Traffic control - 2022	L.S.	1	\$5,500.00	\$ 5,500.00	1.00	\$ 5,500.00
2R-2	Traffic control	L.S.	1	\$8,000.00	\$ 8,000.00	1.00	\$ 8,000.00
3	Tracking pad - 2022	S.F.	4,416	\$2.65	\$ 11,702.40	4,416.00	\$ 11,702.40
3R-2	Tracking pad	S.F.	2,400	\$4.31	\$ 10,344.00	1,200.00	\$ 5,172.00
4	Project identification signs	L.S.	1	\$4,500.00	\$ 4,500.00	0.00	\$ -
5	Sediment traps - 2022	EA.	1	\$16,655.00	\$ 16,655.00	1.00	\$ 16,655.00
5R-2	Sediment traps	EA.	2	\$7,000.00	\$ 14,000.00	2.00	\$ 14,000.00
6	Silt fence -2019	L.F.	2,500	\$1.35	\$ 3,375.00	2,500.00	\$ 3,375.00
6R-1	Silt fence -2022	L.F.	7,415	\$1.55	\$ 11,493.25	7,415.00	\$ 11,493.25
6R-2	Silt fence	L.F.	4870	\$2.00	\$ 9,740.00	3,948.00	\$ 7,896.00
7	Manufactured slope interruption device	L.F.	85	\$5.00	\$ 425.00	640.00	\$ 3,200.00
8	Inlet sediment guards, Type D -2019	EA.	8	\$125.00	\$ 1,000.00	8.00	\$ 1,000.00
8R	Inlet sediment guards, Type D -2022	EA.	7	\$125.00	\$ 875.00	7.00	\$ 875.00
8R-2	Inlet sediment guards, Type D	EA.	24	\$130.00	\$ 3,120.00	24.00	\$ 3,120.00
9	Clearing, grubbing and tree removal - 2022	L.S.	1	\$17,500.00	\$ 17,500.00	1.00	\$ 17,500.00
10	Temporary seed and mulch - 2022	S.Y.	9,735	\$1.35	\$ 13,142.25	9,735.00	\$ 13,142.25
10R-2	Temporary seed and mulch	S.Y.	16,000	\$1.80	\$ 28,800.00	0.00	\$ -
11	Storm water detention facility improvements - 2022	L.S.	1	\$217,317.26	\$ 217,317.26	1.00	\$ 217,317.26
12	Storm water facility dewatering - 2022	L.S.	1	\$97,988.98	\$ 97,988.98	1.00	\$ 97,988.98
13	Heavy rip rap - 2022	TON	39.53	\$98.08	\$ 3,877.10	39.53	\$ 3,877.10
13R-2	Heavy rip rap	TON	60.47	\$100.00	\$ 6,047.00	65.62	\$ 6,562.00
14	Heavy field stone rip rap - 2022	TON	143.3	\$98.08	\$ 14,054.86	143.30	\$ 14,054.86
15	Temporary stone weeper - 2022	EA.	-	\$9,205.65		0.00	\$ -
16	Dust control using calcium chloride	100 LBS.	10	\$130.00	\$ 1,300.00	0.00	\$ -
17	Dust control using water	1,000 GAL.	10	\$75.00	\$ 750.00	0.00	\$ -
18	Full depth saw cutting - 2022	L.F.	12	\$5.00	\$ 60.00	12.00	\$ 60.00
18R-2	Full depth saw cutting	L.F.	162	\$7.00	\$ 1,134.00	390.00	\$ 2,730.00
19	Rock removal - If Required - 2022	C.Y.	11	\$170.54	\$ 1,797.49	10.54	\$ 1,797.49
20	Sanitary sewer, 36-inch, w/granular backfill -2022	L.F.	-			0.00	\$ -
21	Sanitary sewer, 21-inch, w/granular backfill - 2022	L.F.	485	\$441.00	\$ 213,885.00	485.00	\$ 213,885.00
21R-1	Sanitary sewer, 15-inch, w/granular backfill - 2022	L.F.	68	\$441.00	\$ 29,988.00	68.00	\$ 29,988.00
22	Sanitary sewer, 12-inch, w/granular backfill - 2022	L.F.	118	\$486.00	\$ 57,348.00	118.00	\$ 57,348.00
23	Sanitary sewer manholes, 48-inch w/frame and cover -2022	V.F.	88.02	\$290.00	\$ 25,525.80	88.02	\$ 25,525.80
24	Sanitary sewer manhole replacement, 72-inch w/frame and cover -2022	V.F.	-			0.00	\$ -
24R-1	Sanitary sewer manhole replacement, 60-inch w/frame and cover -	V.F.	19.83	\$396.00	\$ 7,852.68	19.83	\$ 7,852.68
25	Sanitary sewer lateral, 8-inch with cleanout - 2022	L.F.	112	\$304.00	\$ 34,048.00	112.00	\$ 34,048.00
26	Internal/external sanitary manhole chimney seal	EA.	5	\$1,540.00	\$ 7,700.00	5.00	\$ 7,700.00

ANALYSIS OF CHANGE ORDER NO. 9



W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

OWNER: Village of Mukwonago
PROJECT: DeBack Drive (Donna Drive) Infrastructure
DATE PREPARED: 3/17/2026

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
27	Water main, 8-inch, w/granular backfill	L.F.	113	\$136.00	\$ 15,368.00	116.50	\$ 15,844.00
28	Water main, 12-inch, w/spoil backfill	L.F.	653	\$72.27	\$ 47,192.31	664.50	\$ 48,023.42
29	Water main, 12-inch, w/granular backfill	L.F.	2,269	\$100.00	\$ 226,900.00	2,285.50	\$ 228,550.00
30	Water main, 12-inch, w/slurry backfill	L.F.	42	\$422.60	\$ 17,749.20	42.00	\$ 17,749.20
31	Water main, 16-inch, w/spoil backfill	L.F.	5	\$1,758.00	\$ 8,790.00	21.67	\$ 38,095.86
32	24-inch steel casing pipe in open cut - 2022	L.F.	65	\$396.52	\$ 25,773.80	65.00	\$ 25,773.80
33	Hydrant lead, 6-inch	L.F.	190	\$143.50	\$ 27,265.00	193.75	\$ 27,803.13
34	Hydrant assembly w/6-inch valve	EA.	10	\$2,560.00	\$ 25,600.00	10.00	\$ 25,600.00
35	Temporary hydrant assembly	EA.	1	\$2,560.00	\$ 2,560.00	1.00	\$ 2,560.00
36	Water main valves, 8-inch gate valve	EA.	2	\$675.00	\$ 1,350.00	2.00	\$ 1,350.00
37	Water main valves, 12-inch gate valve	EA.	13	\$765.00	\$ 9,945.00	13.00	\$ 9,945.00
38	Storm sewer main, 12-inch RCP, w/granular backfill	L.F.	199	\$88.00	\$ 17,512.00	172.00	\$ 15,136.00
39	Storm sewer main, 15-inch RCP, w/granular backfill	L.F.	733	\$85.00	\$ 62,305.00	763.80	\$ 64,923.00
40	Storm sewer main, 18-inch RCP, w/granular backfill	L.F.	164	\$88.00	\$ 14,432.00	181.16	\$ 15,942.08
41	Storm sewer box culvert, 8' x 4' RCP, w/granular backfill - 2022	L.F.	168	\$836.50	\$ 140,532.00	168.00	\$ 140,532.00
42	Storm sewer box culvert, 8' x 5' RCP, w/granular backfill - 2022	L.F.	192	\$905.21	\$ 173,800.32	192.00	\$ 173,800.32
43	Concrete storm sewer end sections, 15-inch	EA.	2	\$1,380.00	\$ 2,760.00	2.00	\$ 2,760.00
44	Concrete storm sewer end sections, 18-inch, w/end grate	EA.	1	\$3,180.00	\$ 3,180.00	1.00	\$ 3,180.00
45	8' x 4' precast concrete box culvert end sections - 2022	EA.	2	\$8,933.39	\$ 17,866.78	2.00	\$ 17,866.78
46	Twin 8' x 5' concrete box wingwall sections - 2022	EA.	2	\$20,772.90	\$ 41,545.80	2.00	\$ 41,545.80
47	Storm sewer manholes, 48-inch w/frame and cover	EA.	4	\$4,150.00	\$ 16,600.00	4.00	\$ 16,600.00
48	Catch basin, w/frame and grate	EA.	16	\$4,240.00	\$ 67,840.00	17.00	\$ 72,080.00
49	Storm frame and grate replacement	EA.	1	\$2,360.00	\$ 2,360.00	1.00	\$ 2,360.00
50	Construct roadway to subgrade - 2022	L.S.	0.5	\$203,375.75	\$ 101,687.88	0.50	\$ 101,687.88
50R-2	Construct roadway to subgrade	L.S.	1	\$154,500.00	\$ 154,500.00	1.00	\$ 154,500.00
51	Excavation below subgrade	C.Y.	880	\$13.25	\$ 11,660.00	315.30	\$ 4,177.73
52	Geotextile subgrade stabilization	S.Y.	2,640	\$4.10	\$ 10,824.00	2,510.75	\$ 10,294.08
53	Excavation below subgrade (EBS) backfill	TON	1,760	\$26.00	\$ 45,760.00	417.14	\$ 10,845.64
54	Crushed aggregate for road base	TON	3,450	\$22.00	\$ 75,900.00	2,912.61	\$ 64,077.42
54R-2	Recycle crushed aggregate for road base (Village stockpile)	TON	3,450	\$12.00	\$ 41,400.00	2,912.61	\$ 34,951.32
55	30-inch concrete curb and gutter	L.F.	2,815	\$16.00	\$ 45,040.00	2,848.00	\$ 45,568.00
56	Concrete curb and gutter replacement	L.F.	48	\$98.50	\$ 4,728.00	58.00	\$ 5,713.00
57	Asphaltic concrete binder course	TON	1645	\$79.00	\$ 129,955.00	1,612.37	\$ 127,377.23
58	Asphaltic concrete surface course	TON	790	\$85.00	\$ 67,150.00	771.21	\$ 65,552.85
59	Colored stamped concrete island	S.F.	252	\$35.50	\$ 8,946.00	254.00	\$ 9,017.00
60	Concrete sidewalk and curb ramp	S.F.	13,400	\$6.10	\$ 81,740.00	13,701.00	\$ 83,576.10
61	Detectable Warning Field	S.F.	140	\$52.50	\$ 7,350.00	140.00	\$ 7,350.00
62	Decorative metal fence	L.F.	1,035	\$44.50	\$ 46,057.50	1,035.00	\$ 46,057.50
63	Pavement marking, epoxy, 18-inch, stop bar	L.F.	53	\$19.00	\$ 1,007.00	53.00	\$ 1,007.00
64	Pavement marking, epoxy, 12-inch yellow diagonal	L.F.	18	\$9.50	\$ 171.00	18.00	\$ 171.00

ANALYSIS OF CHANGE ORDER NO. 9

Ruekert • Mielke
 W233 N2080 Ridgeview Parkway
 Waukesha, WI 53188-1020

OWNER: Village of Mukwonago
PROJECT: DeBack Drive (Donna Drive) Infrastructure
DATE PREPARED: 3/17/2026

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
65	Pavement marking, epoxy, 6-inch white crosswalk	L.F.	690	\$18.00	\$ 12,420.00	690.00	\$ 12,420.00
66	Pavement marking, epoxy, 4-inch yellow	L.F.	2,264	\$1.40	\$ 3,169.60	2,264.00	\$ 3,169.60
67	Pavement marking, epoxy, 4-inch white	L.F.	2,410	\$1.40	\$ 3,374.00	2,410.00	\$ 3,374.00
68	Pavement marking, arrows Type 2	EA.	4	\$325.00	\$ 1,300.00	4.00	\$ 1,300.00
69	Topsoil, turf grass seed, fertilizer and Class I, Urban, Type A erosion	S.Y.	18,700	\$7.25	\$ 135,575.00	0.00	\$ -
69R-1	Topsoil, turf grass seed, fertilizer and hydro-mulch - 2022	S.Y.	23,764	\$4.75	\$ 112,879.00	23,764.00	\$ 112,879.00
69R-2	Topsoil, turf grass seed, fertilizer and hydro-mulch	S.Y.	9,700	\$5.40	\$ 52,380.00	20,139.00	\$ 108,750.60
70	Topsoil, native seeding and Class II, Type B erosion mat - 2022	S.Y.	1,500	\$8.75	\$ 13,125.00	1,500.00	\$ 13,125.00
70R-2	Topsoil, native seeding and Class II, Type B erosion mat	S.Y.	3,420	\$8.80	\$ 30,096.00	3,420.00	\$ 30,096.00
71	Traffic signs	EA.	27	\$150.00	\$ 4,050.00	27.00	\$ 4,050.00
72	Traffic sign posts	EA.	27	\$215.00	\$ 5,805.00	27.00	\$ 5,805.00
73	Excavate, haul, and stockpile sediment material - 2022	C.Y.	2,106	\$26.60	\$ 56,016.94	2,105.90	\$ 56,016.94
74	Drying sediment material - 2022	L.S.	1	\$9,500.00	\$ 9,500.00	1.00	\$ 9,500.00
75	Restoration w/ seed and hydro-mulch - 2022	S.Y.	6,736	\$0.75	\$ 5,052.00	6,736.00	\$ 5,052.00
76	Respread salvaged topsoil - 2022	S.Y.	9,497	\$2.00	\$ 18,994.00	9,497.00	\$ 18,994.00
77	Disposal of sediment material (if required) - 2022	C.Y.	2,106	\$12.50	\$ 26,323.75	2,105.90	\$ 26,323.75
78	Additional compensation for injunction delay -2022	L.S.	1	\$72,200.00	\$ 72,200.00	1.00	\$ 72,200.00
	SUBTOTAL OF ORIGINAL CONTRACT ITEMS				\$ 3,579,609.95		\$ 3,439,766.10
ADDITIONAL ITEMS							
CO-05	Decorative metal fence stockpile material - 2022	L.S.	1	\$ 53,465.96	\$ 53,465.96	1	\$ 53,465.96
CO-06	Grading-Borrow Site (Gearbox) - 2022	L.S.	1	\$ 4,774.40	\$ 4,774.40	1	\$ 4,774.40
CO-07	Stockpile Material - Water Main Infrastructure - 2022	L.S.	1	\$ 228,772.00	\$ 228,772.00	1	\$ 228,772.00
CO-08	Water Main Infrastructure (not in 2022 stockpile material)	L.S.	1	\$ 63,836.68	\$ 63,836.68	1	\$ 63,836.68
CO-08	Additional mobilization, testing, and hand setting of concrete curb and gutter	L.S.	1	\$ 6,875.00	\$ 6,875.00	1	\$ 6,875.00
CO-08	Decorative metal fence power washing	L.S.	1	\$ 2,900.00	\$ 2,900.00	1	\$ 2,900.00
	SUBTOTAL OF ADDITIONAL ITEMS				\$ 360,624.04		\$ 360,624.04
GRAND TOTALS:					\$ 3,940,233.99		\$ 3,800,390.14

ORIGINAL CONTRACT AMOUNT	\$2,836,068.65
EXECUTED CHANGE ORDER(S)	\$ 1,030,003.66
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER	\$3,866,072.31
REVISED ESTIMATED CONTRACT AMOUNT WITH THIS CHANGE ORDER	\$ (65,682.17)
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER	\$3,866,072.31
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER	\$ 3,800,390.14

Contractor's Application for Payment No. 12 - FINAL

Application Date: 3/17/2026		Application Period: 10/25/2025 to 3/17/2026	
To (Owner): Village of Mukwonago	From (Contractor): Musson Brothers, Inc.	Via (Engineer):	Ruekert & Mielke, Inc.
Contact: Diana Dykstra	Contact: Malt Zander	Contact:	Michael E. Michalski
Project: DeBack Drive (Donna Drive) Infrastructure	Address: 1522 Pearl Street Waukesha, WI 53186	Address:	W233 N2080 Ridgeview Parkway Waukesha, WI 53188
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	12-10096.300

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions (Enter as Positive Number)
1		
2	\$568,346.95	
3	\$199,516.00	
4	\$72,200.00	
5		
6	\$4,774.40	
7		
8	\$185,166.31	
9		\$65,682.17
TOTALS		
	\$1,030,003.66	\$65,682.17
NET CHANGE BY CHANGE ORDERS	\$964,321.49	

1. ORIGINAL CONTRACT PRICE	\$	2,836,068.65
2. Net change by Change Orders	\$	964,321.49
3. CURRENT CONTRACT PRICE (Line 1 + Line 2)	\$	3,800,390.14
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates)	\$	3,800,390.14
5. RETAINAGE:		
a. 5% X \$1,900,195.07 Work Completed	\$	95,009.75
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number)	\$	95,009.75
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)	\$	3,800,390.14
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	\$	3,598,070.04
9. AMOUNT DUE THIS APPLICATION	\$	202,320.10


Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 3/26/26

Payment of: \$ 202,320.10
(Line 9 or other - attach explanation of the other amount)

Recommended by:  3/17/2026
(Engineer) Michael E. Michalski (Date)

Payment of: \$ _____
(Line 9 or other - attach explanation of the other amount)

Approved by: _____
(Owner) (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

12 - FINAL

For (Project): DeBack Drive (Donna Drive) Infrastructure						Application Date: 3/17/2026					
Application Period: 10/25/2025 to 3/17/2026						Owner's Contract No.: Engineer's Project No.: 12-10096.300					
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
1	Mobilization (limited to maximum of 5% of Total Bid) - 2019	L.S.	0.06	\$140,000.00	\$ 8,400.00	0.06	\$ 8,400.00		\$ -	0.06	\$ 8,400.00
1R-1	Mobilization (limited to maximum of 5% of Total Bid) - 2022	L.S.	0.8	\$175,000.00	\$ 140,000.00	0.80	\$ 140,000.00		\$ -	0.80	\$ 140,000.00
1R-2	Mobilization (limited to maximum of 5% of Total Bid)	L.S.	1	\$185,000.00	\$ 185,000.00	1.00	\$ 185,000.00		\$ -	1.00	\$ 185,000.00
2	Traffic control - 2022	L.S.	1	\$5,500.00	\$ 5,500.00	0.90	\$ 4,950.00	0.10	\$ 550.00	1.00	\$ 5,500.00
2R-2	Traffic control	L.S.	1	\$8,000.00	\$ 8,000.00	1.00	\$ 8,000.00		\$ -	1.00	\$ 8,000.00
3	Tracking pad - 2022	S.F.	4,416	\$2.65	\$ 11,702.40	4,416.00	\$ 11,702.40		\$ -	4,416.00	\$ 11,702.40
3R-2	Tracking pad	S.F.	2,400	\$4.31	\$ 10,344.00	1,200.00	\$ 5,172.00		\$ -	1,200.00	\$ 5,172.00
4	Project identification signs	L.S.	1	\$4,500.00	\$ 4,500.00		\$ -		\$ -		\$ -
5	Sediment traps - 2022	EA.	1	\$16,655.00	\$ 16,655.00	1.00	\$ 16,655.00		\$ -	1.00	\$ 16,655.00
5R-2	Sediment traps	EA.	2	\$7,000.00	\$ 14,000.00	2.00	\$ 14,000.00		\$ -	2.00	\$ 14,000.00
6	Silt fence -2019	L.F.	2,500	\$1.35	\$ 3,375.00	2,500.00	\$ 3,375.00		\$ -	2,500.00	\$ 3,375.00
6R-1	Silt fence -2022	L.F.	7,415	\$1.55	\$ 11,493.25	7,415.00	\$ 11,493.25		\$ -	7,415.00	\$ 11,493.25
6R-2	Silt fence	L.F.	4870	\$2.00	\$ 9,740.00	3,790.00	\$ 7,580.00	158.00	\$ 316.00	3,948.00	\$ 7,896.00
7	Manufactured slope interruption device	L.F.	85	\$5.00	\$ 425.00	455.00	\$ 2,275.00	185.00	\$ 925.00	640.00	\$ 3,200.00
8	Inlet sediment guards, Type D -2019	EA.	8	\$125.00	\$ 1,000.00	8.00	\$ 1,000.00		\$ -	8.00	\$ 1,000.00
8R	Inlet sediment guards, Type D -2022	EA.	7	\$125.00	\$ 875.00	7.00	\$ 875.00		\$ -	7.00	\$ 875.00
8R-2	Inlet sediment guards, Type D	EA.	24	\$130.00	\$ 3,120.00	24.00	\$ 3,120.00		\$ -	24.00	\$ 3,120.00
9	Clearing, grubbing and tree removal - 2022	L.S.	1	\$17,500.00	\$ 17,500.00	1.00	\$ 17,500.00		\$ -	1.00	\$ 17,500.00
10	Temporary seed and mulch - 2022	S.Y.	9,735	\$1.35	\$ 13,142.25	9,735.00	\$ 13,142.25		\$ -	9,735.00	\$ 13,142.25
10R-2	Temporary seed and mulch	S.Y.	16,000	\$1.80	\$ 28,800.00		\$ -		\$ -		\$ -
11	Storm water detention facility improvements - 2022	L.S.	1	\$217,317.26	\$ 217,317.26	1.00	\$ 217,317.26		\$ -	1.00	\$ 217,317.26
12	Storm water facility dewatering - 2022	L.S.	1	\$97,988.98	\$ 97,988.98	1.00	\$ 97,988.98		\$ -	1.00	\$ 97,988.98
13	Heavy rip rap - 2022	TON	39.53	\$98.08	\$ 3,877.10	39.53	\$ 3,877.10		\$ -	39.53	\$ 3,877.10
13R-2	Heavy rip rap	TON	60.47	\$100.00	\$ 6,047.00	65.62	\$ 6,562.00		\$ -	65.62	\$ 6,562.00
14	Heavy field stone rip rap - 2022	TON	143.3	\$98.08	\$ 14,054.86	143.30	\$ 14,054.86		\$ -	143.30	\$ 14,054.86
15	Temporary stone weeper - 2022	EA.	-	\$9,205.65			\$ -		\$ -		\$ -
16	Dust control using calcium chloride	100 LBS.	10	\$130.00	\$ 1,300.00		\$ -		\$ -		\$ -
17	Dust control using water	1,000 GAL	10	\$75.00	\$ 750.00		\$ -		\$ -		\$ -
18	Full depth saw cutting - 2022	L.F.	12	\$5.00	\$ 60.00	12.00	\$ 60.00		\$ -	12.00	\$ 60.00
18R-2	Full depth saw cutting	L.F.	162	\$7.00	\$ 1,134.00	390.00	\$ 2,730.00		\$ -	390.00	\$ 2,730.00
19	Rock removal - If Required - 2022	C.Y.	11	\$170.54	\$ 1,797.49	10.54	\$ 1,797.49		\$ -	10.54	\$ 1,797.49
20	Sanitary sewer, 36-inch, w/granular backfill -2022	L.F.	-				\$ -		\$ -		\$ -
21	Sanitary sewer, 21-inch, w/granular backfill - 2022	L.F.	485	\$441.00	\$ 213,885.00	485.00	\$ 213,885.00		\$ -	485.00	\$ 213,885.00
21R-1	Sanitary sewer, 15-inch, w/granular backfill - 2022	L.F.	68	\$441.00	\$ 29,988.00	68.00	\$ 29,988.00		\$ -	68.00	\$ 29,988.00
22	Sanitary sewer, 12-inch, w/granular backfill - 2022	L.F.	118	\$486.00	\$ 57,348.00	118.00	\$ 57,348.00		\$ -	118.00	\$ 57,348.00
23	Sanitary sewer manholes, 48-inch w/frame and cover -2022	V.F.	88.02	\$290.00	\$ 25,525.80	88.02	\$ 25,525.80		\$ -	88.02	\$ 25,525.80
24	Sanitary sewer manhole replacement, 72-inch w/frame and cover -2022	V.F.	-				\$ -		\$ -		\$ -
24R-1	Sanitary sewer manhole replacement, 60-inch w/frame and cover - 2022	V.F.	19.83	\$396.00	\$ 7,852.68	19.83	\$ 7,852.68		\$ -	19.83	\$ 7,852.68
25	Sanitary sewer lateral, 8-inch with cleanout - 2022	L.F.	112	\$304.00	\$ 34,048.00	112.00	\$ 34,048.00		\$ -	112.00	\$ 34,048.00
26	Internal/external sanitary manhole chimney seal	EA.	5	\$1,540.00	\$ 7,700.00	5.00	\$ 7,700.00		\$ -	5.00	\$ 7,700.00
27	Water main, 8-inch, w/granular backfill	L.F.	113	\$136.00	\$ 15,368.00	116.50	\$ 15,844.00		\$ -	116.50	\$ 15,844.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

12 - FINAL

For (Project): DeBack Drive (Donna Drive) Infrastructure							Application Date: 3/17/2026					
Application Period: 10/25/2025 to 3/17/2026							Owner's Contract No.: Engineer's Project No.: 12-10096.300					
A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date		
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	
28	Water main, 12-inch, w/spoil backfill	L.F.	653	\$72.27	\$ 47,192.31	629.50	\$ 45,493.97	35.00	\$ 2,529.45	664.50	\$ 48,023.42	
29	Water main, 12-inch, w/granular backfill	L.F.	2,269	\$100.00	\$ 226,900.00	2,285.50	\$ 228,550.00		\$ -	2,285.50	\$ 228,550.00	
30	Water main, 12-inch, w/slurry backfill	L.F.	42	\$422.60	\$ 17,749.20	42.00	\$ 17,749.20		\$ -	42.00	\$ 17,749.20	
31	Water main, 16-inch, w/spoil backfill	L.F.	5	\$1,758.00	\$ 8,790.00	21.67	\$ 38,095.86		\$ -	21.67	\$ 38,095.86	
32	24-inch steel casing pipe in open cut - 2022	L.F.	65	\$396.52	\$ 25,773.80	65.00	\$ 25,773.80		\$ -	65.00	\$ 25,773.80	
33	Hydrant lead, 6-inch	L.F.	190	\$143.50	\$ 27,265.00	193.75	\$ 27,803.13		\$ -	193.75	\$ 27,803.13	
34	Hydrant assembly w/6-inch valve	EA.	10	\$2,560.00	\$ 25,600.00	10.00	\$ 25,600.00		\$ -	10.00	\$ 25,600.00	
35	Temporary hydrant assembly	EA.	1	\$2,560.00	\$ 2,560.00	1.00	\$ 2,560.00		\$ -	1.00	\$ 2,560.00	
36	Water main valves, 8-inch gate valve	EA.	2	\$675.00	\$ 1,350.00	2.00	\$ 1,350.00		\$ -	2.00	\$ 1,350.00	
37	Water main valves, 12-inch gate valve	EA.	13	\$765.00	\$ 9,945.00	13.00	\$ 9,945.00		\$ -	13.00	\$ 9,945.00	
38	Storm sewer main, 12-inch RCP, w/granular backfill	L.F.	199	\$88.00	\$ 17,512.00	172.00	\$ 15,136.00		\$ -	172.00	\$ 15,136.00	
39	Storm sewer main, 15-inch RCP, w/granular backfill	L.F.	733	\$85.00	\$ 62,305.00	763.80	\$ 64,923.00		\$ -	763.80	\$ 64,923.00	
40	Storm sewer main, 18-inch RCP, w/granular backfill	L.F.	164	\$88.00	\$ 14,432.00	181.16	\$ 15,942.08		\$ -	181.16	\$ 15,942.08	
41	Storm sewer box culvert, 8' x 4' RCP, w/granular backfill - 2022	L.F.	168	\$836.50	\$ 140,532.00	168.00	\$ 140,532.00		\$ -	168.00	\$ 140,532.00	
42	Storm sewer box culvert, 8' x 5' RCP, w/granular backfill - 2022	L.F.	192	\$905.21	\$ 173,800.32	192.00	\$ 173,800.32		\$ -	192.00	\$ 173,800.32	
43	Concrete storm sewer end sections, 15-inch	EA.	2	\$1,380.00	\$ 2,760.00	2.00	\$ 2,760.00		\$ -	2.00	\$ 2,760.00	
44	Concrete storm sewer end sections, 18-inch, w/end grate	EA.	1	\$3,180.00	\$ 3,180.00	1.00	\$ 3,180.00		\$ -	1.00	\$ 3,180.00	
45	8' x 4' precast concrete box culvert end sections - 2022	EA.	2	\$8,933.39	\$ 17,866.78	2.00	\$ 17,866.78		\$ -	2.00	\$ 17,866.78	
46	Twin 8' x 5' concrete box wingwall sections - 2022	EA.	2	\$20,772.90	\$ 41,545.80	2.00	\$ 41,545.80		\$ -	2.00	\$ 41,545.80	
47	Storm sewer manholes, 48-inch w/frame and cover	EA.	4	\$4,150.00	\$ 16,600.00	4.00	\$ 16,600.00		\$ -	4.00	\$ 16,600.00	
48	Catch basin, w/frame and grate	EA.	16	\$4,240.00	\$ 67,840.00	17.00	\$ 72,080.00		\$ -	17.00	\$ 72,080.00	
49	Storm frame and grate replacement	EA.	1	\$2,360.00	\$ 2,360.00	1.00	\$ 2,360.00		\$ -	1.00	\$ 2,360.00	
50	Construct roadway to subgrade - 2022	L.S.	0.5	\$203,375.75	\$ 101,687.88	0.50	\$ 101,687.88		\$ -	0.50	\$ 101,687.88	
50R-2	Construct roadway to subgrade	L.S.	1	\$154,500.00	\$ 154,500.00	1.00	\$ 154,500.00		\$ -	1.00	\$ 154,500.00	
51	Excavation below subgrade	C.Y.	880	\$13.25	\$ 11,660.00	315.30	\$ 4,177.73		\$ -	315.30	\$ 4,177.73	
52	Geotextile subgrade stabilization	S.Y.	2,640	\$4.10	\$ 10,824.00	2,510.75	\$ 10,294.08		\$ -	2,510.75	\$ 10,294.08	
53	Excavation below subgrade (EBS) backfill	TON	1,760	\$26.00	\$ 45,760.00	417.14	\$ 10,845.64		\$ -	417.14	\$ 10,845.64	
54	Crushed aggregate for road base	TON	3,450	\$22.00	\$ 75,900.00	2,335.87	\$ 51,389.14	576.74	\$ 12,688.28	2,912.61	\$ 64,077.42	
54R-2	Recycle crushed aggregate for road base (Village stockpile)	TON	3,450	\$12.00	\$ 41,400.00	2,335.87	\$ 28,030.44	576.74	\$ 6,920.88	2,912.61	\$ 34,951.32	
55	30-inch concrete curb and gutter	L.F.	2,815	\$16.00	\$ 45,040.00	2,848.00	\$ 45,568.00		\$ -	2,848.00	\$ 45,568.00	
56	Concrete curb and gutter replacement	L.F.	48	\$98.50	\$ 4,728.00	58.00	\$ 5,713.00		\$ -	58.00	\$ 5,713.00	
57	Asphaltic concrete binder course	TON	1,645	\$79.00	\$ 129,955.00	1,612.37	\$ 127,377.23		\$ -	1,612.37	\$ 127,377.23	
58	Asphaltic concrete surface course	TON	790	\$85.00	\$ 67,150.00	771.21	\$ 65,552.85		\$ -	771.21	\$ 65,552.85	
59	Colored stamped concrete island	S.F.	252	\$35.50	\$ 8,946.00	254.00	\$ 9,017.00		\$ -	254.00	\$ 9,017.00	
60	Concrete sidewalk and curb ramp	S.F.	13,400	\$6.10	\$ 81,740.00	13,701.00	\$ 83,576.10		\$ -	13,701.00	\$ 83,576.10	
61	Detectable Warning Field	S.F.	140	\$52.50	\$ 7,350.00	140.00	\$ 7,350.00		\$ -	140.00	\$ 7,350.00	
62	Decorative metal fence	L.F.	1,035	\$44.50	\$ 46,057.50	1,035.00	\$ 46,057.50		\$ -	1,035.00	\$ 46,057.50	
63	Pavement marking, epoxy, 18-inch, stop bar	L.F.	53	\$19.00	\$ 1,007.00	53.00	\$ 1,007.00		\$ -	53.00	\$ 1,007.00	
64	Pavement marking, epoxy, 12-inch yellow diagonal	L.F.	18	\$9.50	\$ 171.00	18.00	\$ 171.00		\$ -	18.00	\$ 171.00	
65	Pavement marking, epoxy, 6-inch white crosswalk	L.F.	690	\$18.00	\$ 12,420.00	690.00	\$ 12,420.00		\$ -	690.00	\$ 12,420.00	
66	Pavement marking, epoxy, 4-inch yellow	L.F.	2,264	\$1.40	\$ 3,169.60	2,264.00	\$ 3,169.60		\$ -	2,264.00	\$ 3,169.60	

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

12 - FINAL

For (Project): DeBack Drive (Donna Drive) Infrastructure							Application Date: 3/17/2026				
Application Period: 10/25/2025 to 3/17/2026							Owner's Contract No.:				
							Engineer's Project No.: 12-10096.300				
A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date	
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)
67	Pavement marking, epoxy, 4-inch white	L.F.	2,410	\$1.40	\$ 3,374.00	2,410.00	\$ 3,374.00		\$ -	2,410.00	\$ 3,374.00
68	Pavement marking, arrows Type 2	EA.	4	\$325.00	\$ 1,300.00	4.00	\$ 1,300.00		\$ -	4.00	\$ 1,300.00
69	Topsoil, turf grass seed, fertilizer and Class I, Urban, Type A erosion matting	S.Y.	18,700	\$7.25	\$ 135,575.00		\$ -		\$ -		\$ -
69R-1	Topsoil, turf grass seed, fertilizer and hydro-mulch - 2022	S.Y.	23,764	\$4.75	\$ 112,879.00	23,764.00	\$ 112,879.00		\$ -	23,764.00	\$ 112,879.00
69R-2	Topsoil, turf grass seed, fertilizer and hydro-mulch	S.Y.	9,700	\$5.40	\$ 52,380.00	18,634.00	\$ 100,623.60	1,505.00	\$ 8,127.00	20,139.00	\$ 108,750.60
70	Topsoil, native seeding and Class II, Type B erosion mat - 2022	S.Y.	1,500	\$8.75	\$ 13,125.00	1,500.00	\$ 13,125.00		\$ -	1,500.00	\$ 13,125.00
70R-2	Topsoil, native seeding and Class II, Type B erosion mat	S.Y.	3,420	\$8.80	\$ 30,096.00	3,420.00	\$ 30,096.00		\$ -	3,420.00	\$ 30,096.00
71	Traffic signs	EA.	27	\$150.00	\$ 4,050.00	27.00	\$ 4,050.00		\$ -	27.00	\$ 4,050.00
72	Traffic sign posts	EA.	27	\$215.00	\$ 5,805.00	27.00	\$ 5,805.00		\$ -	27.00	\$ 5,805.00
73	Excavate, haul, and stockpile sediment material - 2022	C.Y.	2,106	\$26.60	\$ 56,016.94	2,105.90	\$ 56,016.94		\$ -	2,105.90	\$ 56,016.94
74	Drying sediment material - 2022	L.S.	1	\$9,500.00	\$ 9,500.00	1.00	\$ 9,500.00		\$ -	1.00	\$ 9,500.00
75	Restoration w/ seed and hydro-mulch - 2022	S.Y.	6,736	\$0.75	\$ 5,052.00	6,736.00	\$ 5,052.00		\$ -	6,736.00	\$ 5,052.00
76	Respread salvaged topsoil - 2022	S.Y.	9,497	\$2.00	\$ 18,994.00	9,497.00	\$ 18,994.00		\$ -	9,497.00	\$ 18,994.00
77	Disposal of sediment material (if required) - 2022	C.Y.	2,106	\$12.50	\$ 26,323.75	2,105.90	\$ 26,323.75		\$ -	2,105.90	\$ 26,323.75
78	Additional compensation for injunction delay -2022	L.S.	1	\$72,200.00	\$ 72,200.00	1.00	\$ 72,200.00		\$ -	1.00	\$ 72,200.00
TOTAL BID ITEMS 1-72						\$ 3,579,609.95		\$ 3,407,709.49		\$ 32,056.61	\$ 3,439,766.10
ADDITIONAL ITEMS											
CO-05	Decorative metal fence stockpile material - 2022	L.S.	1	\$ 53,465.96	\$ 53,465.96	1.00	\$ 53,465.96		\$ -	1.00	\$ 53,465.96
CO-06	Grading-Borrow Site (Gearbox) - 2022	L.S.	1	\$ 4,774.40	\$ 4,774.40	1.00	\$ 4,774.40		\$ -	1.00	\$ 4,774.40
CO-07	Stockpile Material - Water Main Infrastructure - 2022	L.S.	1	\$ 228,772.00	\$ 228,772.00	1.00	\$ 228,772.00		\$ -	1.00	\$ 228,772.00
CO-08	Water Main Infrastructure (not in 2022 stockpile material)	L.S.	1	\$ 63,836.68	\$ 63,836.68		\$ -	1.00	\$ 63,836.68	1.00	\$ 63,836.68
CO-08	Additional mobilization, testing, and hand setting of concrete curb and gutter	L.S.	1	\$ 6,875.00	\$ 6,875.00		\$ -	1.00	\$ 6,875.00	1.00	\$ 6,875.00
CO-08	Decorative metal fence power washing	L.S.	1	\$ 2,900.00	\$ 2,900.00		\$ -	1.00	\$ 2,900.00	1.00	\$ 2,900.00
TOTAL ADDITIONAL ITEMS						\$ 360,624.04		\$ 287,012.36		\$ 73,611.68	\$ 360,624.04
TOTAL ALL ITEMS						\$ 3,940,233.99		\$ 3,694,721.85		\$ 105,668.29	\$ 3,800,390.14

AIA[®] Document G707[™] – 1994

Consent of Surety to Final Payment

PROJECT: <i>(Name and address)</i> DeBack Drive Infrastructure Village of Mukwonago Project No. 12-10096.200	ARCHITECT'S PROJECT NUMBER:	OWNER <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149	CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
	CONTRACT DATED: 3/6/2020	CONTRACTOR <input type="checkbox"/>
		SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety.)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653-0002

, SURETY,

on bond of
(Insert name and address of Contractor.)

Musson Bros., Inc.
1522 Pearl Street
Waukesha, WI 53186

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner.)

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **February 16, 2026**
(Insert in writing the month followed by the numeric date and year.)

The Hanover Insurance Company

(Surety)



(Signature of authorized representative)

Tracy Krause, Attorney-in-Fact

(Printed name and title)

Attest: 
(Seal) 

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA[®] Document G707[™] – 1994 Instructions

Consent of Surety to Final Payment

GENERAL INFORMATION

Purpose. AIA Document G707[™] is intended for use as a companion to AIA Document G706[™], Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

COMPLETING G707-1994

General. The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

EXECUTING THE DOCUMENT

AIA Document G707 requires both the Surety's seal and the signature of the Surety's authorized representative.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Travis Schreiber, Tracy Krause, Sara Grover, Bradley S. Babcock, Kim Babcock, Jessica Lee, Brianna Schwanke,
Becky Jo Schleis and/or Matthew Bihner

Of M3 Insurance Solutions Inc of Madison, Wisconsin each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 22nd day of April 2025



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki
James H. Kawiecki, Vice President


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joselyn M. Mendoza
Joselyn M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

) ss.

On this 22nd day of April, 2025 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

**KATHLEEN M. SIRARD**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 2, 2027

Kathleen M. Sirard
Kathleen M. Sirard, Notary Public
My commission expires, September 2, 2027

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 16th day of February 2026.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder
John Rowedder, Vice President

DeBack Dr Infrastructure Prime Subcontractors & Suppliers

Musson Bros.

Barricade Flasher Service, Inc.

Century Traffic, LLC

Core & Main LP

County Materials Corporation

Globe Contractors, Inc.

MTEC Environmental, Inc.

Northway Fence

Stark Pavement Corp.

SX Blasting

T&T Tree Services, LLC

Final Unconditional Waiver of Lien

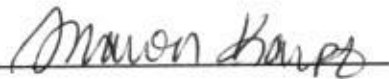
Whereas the undersigned, **Musson Bros., Inc.** hereafter "Subcontractor/Supplier" has contracted with **Village of Mukwonago**. to furnish services/materials for project known as **DeBack Dr Infrastructure 2021 – Rebid**.

In consideration of the sum of **\$3,598,070.04**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statues of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$3,800,390.14** on which it has been received payments of **\$3,598,070.04** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$202,320.10**

Musson Bros., Inc.
PO Box 818
Rhineland, WI 54501

By: 
(Signature)

Title: Controller

Date: 3/26/2026

Final Unconditional Waiver of Lien

Whereas the undersigned, **Barricade Flasher Service, Inc.** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Infrastructure 2021 Rebid – Village of Mukwonago.**

In consideration of the sum of **\$8,158.44** the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statues of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$8,592.40** on which it has been received payments of **\$8,158.44** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$433.96**

**Barricade Flasher Service, Inc.
6610 South 13th Street
Oak Creek, WI 53154**

By: 
(Signature)

Title: President

Date: 3/6/26

Final Unconditional Waiver of Lien

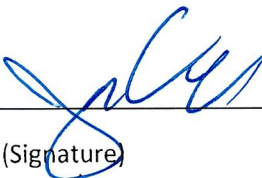
Whereas the undersigned, **Century Traffic, LLC** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Infrastructure 2021 Rebid – Village of Mukwonago**.

In consideration of the sum of **\$20,369.52**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statues of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$21,441.60** on which it has been received payments of **\$20,369.52** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$1,072.08**

Century Traffic, LLC
PO Box 727
Pewaukee, WI 53072-0727

By: 
(Signature)

Title: Jason Voelker, Vice President

Date: February 16, 2026



Final Unconditional Waiver of Lien


Whereas the undersigned, **Core & Main LP** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Dr Infrastructure 2021 Rebid – Village of Mukwonago**

In consideration of the sum of **\$285,114.11**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statutes of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$285,114.11** on which it has been received payments of **\$285,114.11** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$0.00**

**Core & Main LP
PO Box 28330
St. Louis, MO 63146**

By: 
(Signature)

Title: CREDIT ASSOCIATE

Date: 03/26/2026

Final Unconditional Waiver of Lien


Whereas the undersigned, **County Materials Corporation** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Dr Infrastructure 2021 Rebid – Village of Mukwonago.**

In consideration of the sum of **\$244,926.59**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statues of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$244,926.59** on which it has been received payments of **\$244,926.59** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$0.00**

County Materials Corporation
PO Box 88937
Milwaukee, WI 53288-8939

By: 
(Signature)

Brian L. Abitz
Title: Corporate Credit Manager

Date: 3/24/24

Final Unconditional Waiver of Lien


Whereas the undersigned, **Globe Contractors, Inc.**, hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Infrastructure 2021 Rebid – Village of Mukwonago.**

In consideration of the sum of **\$404,808.64**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statutes of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$426,341.01** on which it has been received payments of **\$404,808.64** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$21,532.37**

Globe Contractors, Inc.
PO Box 450
Pewaukee, WI 53072

By: 

(Signature) Ryan J. Haubenschild

Title: Secretary / Operations Manager

Date: 1/20/26

Final Unconditional Waiver of Lien

Whereas the undersigned, **MTEC Environmental, Inc.** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Infrastructure 2021 Rebid – Village of Mukwonago.**

In consideration of the sum of **\$123,250.20**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statues of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$129,686.99** on which it has been received payments of **\$123,250.20** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$6,436.79**

**MTEC Environmental, Inc.
128 G Elm Street
Dousman, WI 53118**

By: 
(Signature)

Title: PRESIDENT

Date: 1/20/26

Final Unconditional Waiver of Lien

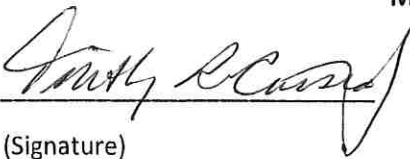
Whereas the undersigned, **Northway Fence** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Infrastructure 2021 Rebid – Village of Mukwonago.**

In consideration of the sum of **\$96,705.96**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statues of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$99,005.96** on which it has been received payments of **\$96,705.96** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$2,300.00**

Northway Fence
N57 W13250 Shenandoah Drive
Menominee Falls, WI 53051

By: 
(Signature)

Title: Vice President

Date: 1/19/26

Final Unconditional Waiver of Lien

Whereas the undersigned, **Stark Pavement Corp.** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Infrastructure 2021 Rebid – Village of Mukwonago.**

In consideration of the sum of **\$376,690.78**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statues of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$397,130.78** on which it has been received payments of **\$376,690.78** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$20,440.00**

**Stark Pavement Corp.
12845 W Burleigh Rd
Brookfield, WI 53005**

By: 

(Signature)

Title: Vice President of Finance

Date: March 23rd, 2026

Final Unconditional Waiver of Lien


Whereas the undersigned, **SX Blasting** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Infrastructure 2021 Rebid – Village of Mukwonago.**

In consideration of the sum of **\$8,895.15**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statues of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$8,895.15** on which it has been received payments of **\$8,895.15** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$0.00**

SX Blasting
N59 W14601 Bobolink Avenue
Menominee Falls, WI 53051

By: 
(Signature)

Title: Treasurer

Date: 1/22/20

Final Unconditional Waiver of Lien

Whereas the undersigned, **T&T Tree Services, LLC** hereafter "Subcontractor/Supplier" has contracted with **Musson Bros., Inc.** to furnish services/materials for project known as **DeBack Infrastructure 2021 Rebid – Village of Mukwonago.**

In consideration of the sum of **\$16,625.00**, the receipt of which is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to lien under the statutes of the State of Wisconsin relating to construction liens with respect to and on said above described project on account of labor, services, materials, fixtures, apparatus or machinery (including rentals), furnished to this date by the "Subcontractor/Supplier" for the above described project.

Now therefore, undersigned Subcontractor/Supplier hereby certifies that the total amount of the contract **\$17,500.00** on which it has been received payments of **\$16,625.00** prior to this waiver.

Total Labor/Material to Complete (Balance Due/Retainage): **\$875.00**

**T&T Tree Services, LLC
3208 Maple Road
Burlington, WI 53105**

By: *Bryan Brintnall*
(Signature)

Title: Member

Date: 1/19/26



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2026

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

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

PRODUCER R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610	CONTACT NAME: Erin Stelpflug PHONE (A/C, No. Ext): (262)574-7000 E-MAIL ADDRESS: Erin.Stelpflug@rrins.com	FAX (A/C, No): (262)574-7080
	INSURER(S) AFFORDING COVERAGE	
INSURED Musson Bros Inc PO Box 818 Rhineland, WI 54501	INSURER A: CNA Insurance Company	NAIC # 35289
	INSURER B: National Fire Ins Co of Hartford	20478
	INSURER C: Westchester Surplus Lines Ins Co	10172
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 770494

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7063392896	01-01-2026	01-01-2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7063392901	01-01-2026	01-01-2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7063392882	01-01-2026	01-01-2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7063392915	01-01-2026	01-01-2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			G74372648 002	01-01-2026	01-01-2027	Each Pollution Condition 10,000,000 Aggregate 10,000,000


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

Additional Named Insureds: MB Waukesha LLC

Project: Deback Drive Infrastructure

The Village of Mukwonago and Ruekert & Mielke, Inc are included as additional insureds on the policy in regards to General Liability, Automobile and Umbrella coverages per forms listed above, when required by written contract. A waiver of subrogation applies in regards to General Liability, Automobile, Umbrella and Worker's Compensation coverages.

CERTIFICATE HOLDER**CANCELLATION**

Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY R&R Insurance Services, Inc. POLICY NUMBER CARRIER	NAMED INSURED Musson Bros Inc NAICCODE EFFECTIVE DATE:
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER :		INSURER :	
INSURER :		INSURER :	
INSURER :		INSURER :	

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B	TYPE OF INSURANCE	AI	POLICY EFF	Limit	\$ 1,000,000
	Installation Floater	<input type="checkbox"/>	01-01-2026		\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	<input type="checkbox"/>	01-01-2027		\$
	7063392896				\$

TYPE OF INSURANCE	AI	POLICY EFF		\$
	<input type="checkbox"/>			\$
	WOS	POLICY EXP		\$
POLICY NUMBER	<input type="checkbox"/>			\$
				\$

TYPE OF INSURANCE	AI	POLICY EFF		\$
	<input type="checkbox"/>			\$
	WOS	POLICY EXP		\$
POLICY NUMBER	<input type="checkbox"/>			\$
				\$

TYPE OF INSURANCE	AI	POLICY EFF		\$
	<input type="checkbox"/>			\$
	WOS	POLICY EXP		\$
POLICY NUMBER	<input type="checkbox"/>			\$
				\$

TYPE OF INSURANCE	AI	POLICY EFF		\$
	<input type="checkbox"/>			\$
	WOS	POLICY EXP		\$
POLICY NUMBER	<input type="checkbox"/>			\$
				\$

TYPE OF INSURANCE	AI	POLICY EFF		\$
	<input type="checkbox"/>			\$
	WOS	POLICY EXP		\$
POLICY NUMBER	<input type="checkbox"/>			\$
				\$



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
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14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
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18. Non-owned Aircraft Coverage
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23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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CNA74705XX (1-15)

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Nat'l Fire Ins Co of Hartford

Insured Name: MUSSON BROS INC

Policy No: 7063392896

Endorsement No: 5

Effective Date: 01/01/2024

Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

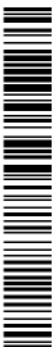
- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

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Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

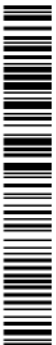
l. Damage to Your Work

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:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** 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 an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

CNA74705XX (1-15)

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Nat'l Fire Ins Co of Hartford

Insured Name: MUSSON BROS INC

Policy No: 7063392896

Endorsement No: 5

Effective Date: 01/01/2024

Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

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.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

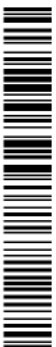
For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. 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 shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

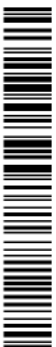
This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

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, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

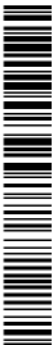
If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, 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 the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

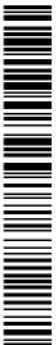
17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.

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Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
- (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

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**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

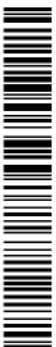
So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

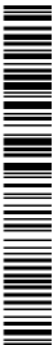
However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

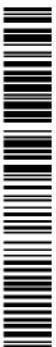
 - A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:
 - A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

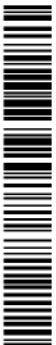
Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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7063392901

Product Name

[Form Type]

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT – BUSINESS AUTO PLUS
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE
A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating 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.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and

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 Policy Effective Date: PTEFFDAT
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2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III. Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

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The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

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The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

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

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** 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 the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

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**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or



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 on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Musson Bros Inc

7063392915

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7 63392915

Policy Effective Date: 01/01/2025

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