

<p><b>Submit Bid to:</b></p> <p><b>CITY OF DELTONA</b></p> <p>2345 Providence Blvd. Deltona, Florida 32725 <b>Attn: Purchasing</b></p> <p><b>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</b></p>	<p><b>INVITATION TO BID# 26011 FOR:</b></p> <p><b>AS NEEDED ELECTRICAL SERVICES</b></p>
<p><u>Contact:</u></p> <p>Kate Duffy, CPPO, CPPB Purchasing Manager Phone: (386) 878-8570</p> <p><b>EMAIL QUESTIONS TO:</b> <b>E-Mail Address: kduffy@deltonafl.gov</b></p>	<p><b>BIDDER NAME:</b> _____ <u>TARANTO ELECTRIC, INC.</u></p>
<p><b><u>BID DUE DATE &amp; TIME:</u></b> <b>MONDAY, FEBRUARY 2, 2026 AT 3:30 P.M. AT CITY HALL, 1<sup>ST</sup> FLOOR CONFERENCE ROOM LOCATED AT 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA</b></p>	<p><b><u>MAILING ADDRESS:</u></b> _____ <u>2560 W TULSA DR</u> <u>DELTONA, FL 32738</u></p>
<p><b><u>MANDATORY PRE-BID MEETING:</u></b> <b>A Mandatory Pre-Bid Meeting will be held on Thursday, January 15, 2026 at 9:00 A.M. at the City of Deltona, 1<sup>st</sup> Floor Conference Room located at 2345 Providence Blvd., Deltona, Fl. 32725</b></p> <p><u>Location of Public Opening:</u> City of Deltona, 1ST Floor Conference Room 2345 Providence Blvd., Deltona, FL 32725</p>	<p>Phone#: <u>386-532-5013</u></p> <p>Fax#: _____</p>

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return **Bid #26011 – AS NEEDED ELECTRICAL SERVICES**

**BID RESPONSE FORM**  
**ITB NO. 26011**  
**AS NEEDED ELECTRICAL SERVICES**

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda. **This bid is for an initial period of three (3) years with the option to renew for two (2) additional one year periods for a total of up to five years. Submit pricing for each year below:**

NOTE: LABOR WILL BE BASED ON HOURLY RATES UNLESS OTHERWISE SPECIFIED. Hourly rates shall include all applicable charges. The City does not pay travel time to and from the repair site.

NOTE THAT THIS WORK MAY BE AWARDED TO MORE THAN ONE COMPANY. AN ESTIMATE WILL BE PROVIDED AND APPROVAL GIVEN TO PROCEED WITH WORK PRIOR TO ANY WORK **BEGINNING**.

**MASTER ELECTRICIAN**

1. LABOR RATE:

STRAIGHT TIME: \$ 95 PER HOUR

STRAIGHT TIME HOURS: From: 8 A.M. To: 4 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ 142.50 PER HOUR.

OVERTIME HOURS: From: 4 P.M. To: 8 A.M. Monday – Sunday

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**JOURNEYMAN**

1. LABOR RATE:

STRAIGHT TIME: \$ 85 PER HOUR

STRAIGHT TIME HOURS: From: 8 A.M. To: 4 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ 127.50 PER HOUR.

OVERTIME HOURS: From: 4 P.M. To: 8 A.M. Monday – Sunday

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**HELPER**

1. LABOR RATE:

STRAIGHT TIME: \$ 50 PER HOUR

STRAIGHT TIME HOURS: From: 8 A.M. To: 4 P.M. Monday – Friday

In the event overtime is required, state below the rate of overtime per hour:

2. LABOR RATE FOR OVERTIME:

OVERTIME RATE: \$ 75 PER HOUR.

OVERTIME HOURS: From: 4 P.M. To: 8 A.M. Monday – Sunday

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**MATERIALS**

MATERIALS:

Shall be at Contractor's actual cost plus 10 % (not to exceed 10%)

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**EQUIPMENT**

Equipment shall be furnished by the Contractor at a fixed, hourly rate regardless of time of usage. A standard work truck such as a pickup truck, etc. shall not be allowed as a separate line charge. Costs for any standard vehicle(s), equipment and tools, etc. shall be included in the base labor rate as overhead:

BUCKET TRUCK \$ 225 PER HOUR

LINE TRUCK \$ - PER HOUR

TRENCHER / DIGGER \$ 275 PER HOUR

OTHER (specify):

\_\_\_\_\_ \$ \_\_\_\_\_ PER HOUR

\_\_\_\_\_ \$ \_\_\_\_\_ PER HOUR

**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**

\_\_\_\_\_ \$ \_\_\_\_\_ PER HOUR

**RESPONSE TIME**

RESPONSE TIME, STANDARD: 4-12 HOUR(S)

RESPONSE TIME, EMERGENCY: 2 HOURS

BIDDER'S ELECTRICAL CONTRACTOR'S LICENSE NUMBER:

EC 13005753

EXPIRATION DATE: 8/31/2026

*(Copy of Electrical Contractor's License and Florida Electrical Contracting Licensing Board and the Florida Dept. of Business and Professional Regulation License required with bid submittal)*

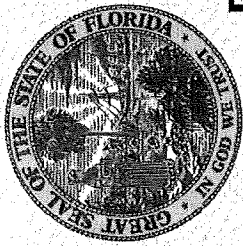
  
Bid submitted by GERALD Di TARANTO

1/29/2026  
Date

TARANTO ELECTRIC, INC.  
Company Name

*This Form in its Entirety Must Be Completed and Returned with your Submittal.*

**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**DITARANTO, GERALD MARTIN**

TARANTO ELECTRIC, INC.  
2560 WEST TULSA DRIVE  
DELTONA FL 32738

**LICENSE NUMBER: EC13005753**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



ISSUED: 07/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**Bidder's Questionnaire**

This form must be completed and submitted by prospective bidders who wish to be considered for the project. Failure to complete the Bidder's Questionnaire could result in disqualification of the prospected bidder. Attachments to this sheet are acceptable (please label properly).

1. Name and Address of Firm: TARANTO ELECTRIC, INC.

2. Under what other name(s) has your business operated?  
\_\_\_\_\_

3. Business form (corporation, partnership, etc.) CORPORATION

Date of formation: 4/22/2003

Principal location: 2200 N WOODLAND BLVD

4. How long has your company been in business? 22 YRS

5. Has your company defaulted on a project or had work terminated for non-performance within the last five (5) years? If so, on a separate sheet describe the project, owner, date, and circumstances/reasons.  
 Yes  No

7. Proposed Project Superintendent/Manager: GERALD Di TARANTO

8. Provide a list and years of experience of all members of the prospective bidder's staff who will be available and assigned to this particular project.  
JACOB DRAKE 10 YRS JORGE BERNAL 30 YRS  
GERALD Di TARANTO 22 YRS TREVOR MOLAND 5 YRS

**CERTIFICATION**


I (We) the undersigned certify the truth and correctness of all statements and answers contained herein.

DATE: 1/29/2026

NAME OF BIDDER: TARANTO ELECTRIC, INC.

ADDRESS OF BIDDER: 2560 W TULSA DR, DELTONA, FL 32738

TELEPHONE AND FAX: 386-532-5013

BY (sign name and title): 

(Print/type name and title): GERALD Di TARANTO

**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**


**HOLD HARMLESS AND INDEMNITY AGREEMENT**

TARANTO ELECTRIC, INC., agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.

  
CONTRACTOR GERALD Di TARANTO

1/29/2026  
DATE

***This Form Must Be Completed and Returned with your Submittal.***

**CITY OF DELTONA  
BIDDER INFORMATION FORM**

The information below is required to complete your bid packet. Type or print only.

Company Name: TARANTO ELECTRIC, INC.  
Address: 2560 W TULSA DR  
City: DELTONA  
State: FL  
Zip Code: 32738  
Phone Number: 386-532-5013  
Fax Number: \_\_\_\_\_  
Project Contact: GERALD Di TARANTO  
E-mail address: INFO@TARANTOELECTRIC.COM

**Remittance (Payment) Mailing Information**

Address: 2560 W TULSA DR  
City: DELTONA State: FL Zip Code: 32738  
Phone Number: 386-532-5013  
Fax Number: \_\_\_\_\_  
Project Contact: DOREEN MOLAND  
E-mail address: INFO@TARANTOELECTRIC.COM  
Federal Tax ID No.: 56-2360058  
Tax ID Type:  Federal Tax ID  Social Security Number

***This Form Must Be Completed and Returned with your Submittal.***

**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**

## References

TARANTO ELECTRIC, INC.

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
WERNER NATIONAL	ABRAHAM COLE	(407) 375-0071 ( )	COMMERCIAL ELECTRICAL SERVICES
SUN COMMUNITIES	TOM BRANDT	(407) 669-3653 ( )	COMMERCIAL ELECTRICAL SERVICES
ISLAND COMMUNITIES	SHARON GELNER	(609) 226-3099 ( )	COMMERCIAL ELECTRICAL SERVICES

Does Bidder have any similar work in progress at time of Bid Opening? Yes  No

If "Yes", explain: \_\_\_\_\_

*References who are located in foreign countries are not acceptable.*


*This Form Must Be Completed and Returned with your Submittal.*

**DRUG-FREE WORK PLACE FORM**

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that TARANTO ELECTRIC does:  
(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X   
Bidder's Signature GERALD Di TARANTO  
1/29/2026  
Date

**This Form Must Be Completed and Returned with your Submittal, if applicable**  
**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**

**Statement of No Bid**  
**Bid No. 26011**  
**ELECTRICAL SERVICES-Projects Less than \$100,000.00**

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- Specifications are too "restrictive." (please explain below)
- Unable to meet specifications
- Specifications were unclear. (please explain below)
- Insufficient time to respond
- We do not offer this type of product or equivalent
- Our production schedule would not permit us to perform
- Unable to meet bond requirements
- Other (please explain below)

N/A

REMARKS:

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Company Name	Telephone
<b>X</b>	Fax
Signature	Typed or Printed Name
Title	State
Address	City
State	Zip

**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. TARANTO ELECTRIC, INC. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

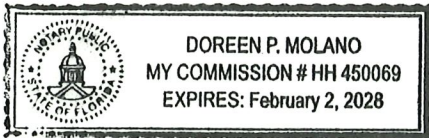
[Signature]  
 Witness #1 Print Name: CANA RODRIGUEZ  
[Signature]  
 Witness #2 Print Name: BILLY WILKERSON

[Signature]  
 Print Name: GERALD DITARANTO  
 Title: PRESIDENT  
 Entity Name: TARANTO ELECTRIC, INC.  
1/29/2026

**OATH OR AFFIRMATION**

State of Florida  
 County of Volusia

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 29<sup>th</sup> day of January, 2026, by GERALD DITARANTO (name of person) as OWNER (type of authority) for CITY OF DELETA (name of party on behalf of whom instrument is executed).



[Signature]  
 Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or  
 Produced identification (Type of Identification: \_\_\_\_\_)  
 Did take an oath; or  
 Did not take an oath

***This Form Must Be Completed and Returned with your Submittal***

**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all Contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation/enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subContractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

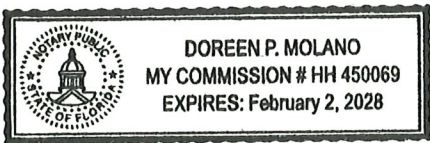
Witness #1 Print Name: ANA RODRIGUEZ  
Witness #2 Print Name: BILLY WILKERSEN

Print Name: GERALD DITARANTO  
Title: PRESIDENT  
Entity Name: TARANTO ELECTRIC, INC.  
1/29/2026

ACKNOWLEDGMENT

State of Florida  
County of VOLUSIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29<sup>th</sup> day of JANUARY, 2026, by GERALD DITARANTO (name of person) as OWNER (type of authority) for CITY OF DELTONA (name of party on behalf of whom instrument is executed).



Doreen P. Molano  
Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: \_\_\_\_\_)
- Did take an oath; or
- Did not take an oath

**This Form Must Be Completed and Returned with your Submittal**

**Bid #26011 – AS NEEDED ELECTRICAL SERVICES**

## Dashboard

# User Profile

 Edit

**Name**

Doreen Molano

**Email Address**

info@tarantoelectric.com

**Phone Number**

(386) 532-5013

## 1 Linked User Account

Manage and access your linked user accounts. Have additional user accounts? Use the 'Link User Account' button to link an existing user account to your user profile.

[+ Link User Account](#)

User ID	Status	User Role	Company
<a href="#">DMOL36E0</a>	ACTIVE	Program Administrator	Taranto Electric, Inc.

Rows Per Page



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

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
  2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.  
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.  
**Other Additional Insured Coverage Issued By Us**  
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

#### **5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA - COMMERCIAL GENERAL LIABILITY PLUS COVERAGE - WITH LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**  
**SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended. Exclusion g.(2) is deleted and is replaced by the following exclusion.
  - (2) A watercraft you do not own that is:
    - (a) Less than 50 feet long; and
    - (b) Not being used to carry persons or property for a charge;
2. **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**  
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.
  - a. **Coverage**  
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
    - (1) You do not own;
    - (2) Which is not registered in your name; or
    - (3) Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.
  - b. **Exclusions**  
With respect to only **LIMITED HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- (2) Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- (3) (a) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - 1) That are, or are contained in any property that is:
    - a) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
    - b) Otherwise in the course of transit by you or on your behalf; or
    - c) Being disposed of, stored, treated or processed into or upon the "auto";
  - 2) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
  - 3) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned

by you or anyone acting on your behalf.

Paragraph **(3)(a)1** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer. Paragraphs **(3)(a)2** and **(3)(a)3** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (b) Any loss, cost or expense arising out of any:
  - 1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - 2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- (4) "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
  - (a) War, including undeclared or civil war;
  - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- (5) "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of

liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (a) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
  - (b) That the insured would have in the absence of the contract or agreement.
  - (6) "Property damage" to:
    - (a) Property owned or being transported by, or rented or loaned to any insured; or
    - (b) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.
  - (7) (a) "Bodily injury" to:
    - 1) An "employee" of the insured arising out of and in the course of employment by the insured; or
    - 2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(7)(a)1**.
  - (b) This exclusion applies:
    - 1) Whether the insured may be liable as an employer or in any other capacity; and
    - 2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
  - (c) This exclusion does not apply to:
    - 1) Liability assumed by the insured under an "insured contract".
    - 2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
- c. Who Is An Insured**  
 With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.  
**SECTION II - WHO IS AN INSURED**  
 (1) Each of the following is an insured with respect to this coverage.

- (a) You.
  - (b) Your partners if you are designated in the Declarations as a partnership or a joint venture.
  - (c) Your members if you are designated in the Declarations as a limited liability company.
  - (d) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
  - (e) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- (2) None of the following is an insured:
- (a) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
  - (b) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
    - 1) Such person; or
    - 2) Any partner or "executive officer" of yours or a member of his or her household; or
    - 3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
  - (c) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
  - (d) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
  - (e) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**d. Additional Definitions**

The following definition applies to only this coverage.

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

**e. Limits of Insurance**

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

**SECTION III - LIMITS OF INSURANCE**

- (1) The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
  - (b) Claims made or "suits" brought; or
  - (c) Persons or organizations making claims or bringing "suits".
- (2) We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
- (a) When Limited Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
  - (b) When Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
    - 1) The limit shown for Bodily Injury Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
    - 2) The limit shown for Property Damage Limited Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

**3. BROADENED SUPPLEMENTARY PAYMENTS**  
**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.**

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

**4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**

If the endorsement, EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

**5. PERSONAL INJURY EXTENSION**

a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.

b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy:

**(1) SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is

amended. The following exclusion is added. This insurance does not apply to:

**Americans With Disabilities Act (ADA)** "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Americans With Disabilities Act (ADA), including any amendment of or addition to such law;
- (2) Any federal rule or regulation promulgated to implement the ADA and its amendments and additions; or
- (3) Any federal, state, or local statute, ordinance or regulation, other than the ADA and its amendments and additions, that prohibits discrimination on the basis of disability relating to the use of, access to, or enjoyment of:
  - (a) Facilities used as, or designated or constructed for use as places of public accommodation;
  - (b) Facilities used as, or designated and constructed for use as a commercial facility;
  - (c) Telecommunication systems;
  - (d) Telephones;
  - (e) Internet;

(f) Websites; or

(g) Televisions.

(2) **SECTION V - DEFINITIONS** is amended. Paragraph **14**. "Personal and advertising injury" is deleted and replaced by the following definition.

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

**6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is

amended. The following condition is added. Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

**7. DAMAGE TO PREMISES RENTED TO YOU**

**a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.**

- (1) The last paragraph is deleted and replaced by the following paragraph.  
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.
  - (a) "Property damage" to:
    - 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
    - 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
  - (b) "Property damage" caused by or resulting from any of the following:
    - 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
    - 2) Cracking, settling, expansion or shrinking;
    - 3) Smoke or smog;
    - 4) Birds, insects, rodents or other animals;
    - 5) Wear and tear;
    - 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
    - 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
      - a) You make a reasonable effort to maintain heat in the building or structure; or
      - b) You drain the equipment and shut off the water supply if the heat is not maintained.
  - (c) "Property damage" caused directly or indirectly by any of the following:
    - 1) Water that backs up from a drain or sewer;

- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
  - a) Walls, foundations, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

**b. Limits of Insurance**

**SECTION III - LIMITS OF INSURANCE** is amended. Paragraph 6. is deleted and replaced by the following paragraph.

6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

**c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,**

Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

**8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
  - (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

- (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
- (2) This provision applies only with respect to liability for:
  - (a) "Bodily injury";
  - (b) "Property damage"; or
  - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**SECTION II - WHO IS AN INSURED** is amended. Paragraph 3. is deleted and replaced by the following paragraph.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

**11. BLANKET WAIVER OF SUBROGATION SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to 8. **Transfer Of Rights Of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.