



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 30 day of July in the year 2013
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Wheaton Park District
102 E. Wesley
Wheaton, IL 60187

and the Contractor:
(Name, legal status, address and other information)

Surface America, Inc.
P.O. Box 157
Williamsville, NY 14231

for the following Project:
(Name, location and detailed description)

Rathje Playground Surfacing
616 Delles
Wheaton, IL 60187

Furnishing and installing all materials for the playground safety surfacing system, and all other and incidental and collateral work necessary to properly complete the Project as indicated in the Contract Documents.

The Architect:
(Name, legal status, address and other information)

For purposes of this Agreement, "Architect" shall mean Owner. An Architect will not be used for this Project.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work indicated in the Contract Documents, except as specifically stated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of the Work shall be fixed by a Notice to Proceed (hereinafter referred to as the "Commencement Date"). Prior to commencing the Work, the Contractor shall have obtained and provided to the Owner acceptable evidence of all licenses, permits, bonds and insurance indicated as being the Contractor's responsibility under the Contract Documents. Delay in the commencement of the Work attributable to the failure of the Contractor to have obtained and provided such evidence to the Owner shall not result in an extension of the date scheduled for Substantial Completion as provided in Section 3.3 below, or in any milestone date previously agreed to by the Parties in any Project Schedule.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Not applicable to this Contract.

§ 3.2 The Contract Time shall be measured from the Commencement Date.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than August 30, 2013

Init.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

, subject to adjustments of this Contract Time authorized by Change Order as provided in the Contract Documents (hereinafter referred to as the "Substantial Completion Date"). The Owner and Contractor agree that the amount of time given to the Contractor under the Contract to achieve Substantial Completion is a reasonable amount of time considering the requirements of the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Time is of the essence of the contract. Should the Contractor fail to complete the Work on or before the Substantial Completion date stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Owner the sum of \$50 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Final Completion of the total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty-three Thousand Nine Hundred Seventy-eight and 60/100 Dollars (\$ 43,978.60), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

NA

§ 4.3 Unit prices are pursuant to Contractor's Proposal, as modified by this Agreement, attached to and incorporated into this Agreement by reference. :

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item
NA

Price

§ 4.5 Adjustments to the Contract Sum for changes in the Work (other than for changes in the Work involving items for which unit prices were provided as set forth in Section 4.3, above) shall be made in accordance with Article 7 of the General Conditions of the Contract, provided that in the case of an increase in the Contract Sum attributable to a change in the Work, "reasonable overhead and profit" for purposes of Section 7.3.7 thereof shall mean: 1. Five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving Subcontractors, or 2. Five percent (5%) of the cost of the change in the Work involved performed by Subcontractors,

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plus two percent of the cost of the change in the Work for the Contractor's supervision of the work performed by the Subcontractors.

When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. No overhead and profit shall be paid to the Contractor for an increase in the cost of the surety bond or insurance premiums resulting from a change in the Work. In the event of an increase in the Contract Sum resulting from an additive change order, the actual amount of any increase in the cost of Contractor's surety bond shall be added to the amount of the change order. Similarly in the event of a decrease in the Contract Sum resulting from a deductive change order, the amount of any decrease in the cost of Contractor's surety bond shall be added to the amount shown in the deductive change order, by which the Contract Sum is to be reduced.

§ 4.6 Overtime, if and when specifically authorized in writing in advance by the Owner shall be paid by the Owner on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient workforce so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents, or otherwise due to the fault of the Contractor. In such instances if the Owner requires the Contractor to perform Work on an overtime basis, all costs for and associated with such overtime shall be borne by the Contractor.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Payment shall be made in full upon Final Completion of the Project and acceptance of the Work by Owner and in accordance with Section 5.2. Contractor may, however, apply for partial payment of 50% of the Contract Sum upon 50% completion of the Work in accordance with this Article 5. No payment shall be authorized unless all applicable waivers of lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.

§ 5.1.3 Provided that an Application for Payment, which is in proper form and accompanied by required supporting documents and submittals, is received by the Architect not later than the 10th day of a month, certified for payment by the Owner and not subsequently nullified by the Owner in accordance with the Contract Documents, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment in proper form and accompanied by required supporting documents and submittals and certifies payment to the Owner. Contractor is solely responsible for any delays in payment due in whole or in part to Contractor's failure to submit its payment application timely, in proper form and accompanied by all supporting documents and submittals required under the Contract.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 may be further modified *(Paragraphs deleted)* and the retainage may be reduced if and as provided in Paragraph 9.3 of the General Conditions.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract in accordance with the Contract Documents; provided that Owner shall have no obligation to make final payment if the Contractor is required to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 or as otherwise specified by the Contract Documents, or to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect and the Owner has approved payment.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the conditions set forth in Section 5.2.1, above, have been met.

§ 5.3 WAIVER PROCEDURE/FORMAT

Contractor's progress payment applications shall be accompanied by the Contractor's and Subcontractor's Partial Waiver of Lien to date for the full amount of the payment. The Final Waiver of the Contractor shall be for the full amount of the Contract and the Final Waiver of a Subcontractor shall be for the full amount of its Subcontract. All applications for payment shall be accompanied by affidavits from the Contractor, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and materials suppliers; amounts paid and remaining to be paid to each; together with all other documents as shall be necessary, in the sole judgment of the Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

Init.

- (i) All waivers (partial and final) shall include language as applicable indicating either that:
- (ii) All materials was taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws or
- (iii) Materials were provided by the following suppliers fro whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1

(Paragraphs deleted)

The Parties shall make claims and resolve disputes as provided in Article 15 of the General Conditions and elsewhere in the Contract Documents.

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended, superseded or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due

(Paragraphs deleted)

and at the rate provided under the Illinois Local Government Prompt Payment Act.

§ 8.3 The Owner's representative:

(Name, address and other information)

Steve Hinchee
Wheaton Park District
102 E. Wesley
Wheaton, IL 60187
Tel: (630) 510-4976
Email: shinchee@wheatonparks.org

§ 8.4 The Contractor's representative:

(Name, address and other information)

Thomas DiScipio
Surface America, Inc.
P.O. Box 157
Williamsville, NY 14231
Tel: (716) 632-8413
Email: tdd@surfam.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Init.

§ 8.6.1 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing the Work. Contractor's bonds shall include a provision as will guarantee the faithful performance of this prevailing wage clause as herein provided and as provided in the General Conditions. Contractor shall comply with all other requirements of the Prevailing Wage Act.

§ 8.6.2 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. The Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 8.6.3 The Contractor shall limit materials and equipment storage to the immediate area of Work and such other areas as the Owner may designate. The Contractor shall promptly remove and properly dispose all construction material, trash, garbage and other debris off site.

§ 8.6.4 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (i) Modifications.
- (ii) This Agreement, including all exhibits, certifications and attachments incorporated in this Agreement.
- (iii) Supplementary Conditions.
- (iv) General Conditions
- (v) Construction Drawings

§ 8.6.5 The rights and remedies of the Owner stated in the Contract Documents shall be in addition to and not in limitation of any other rights of the Owner granted at law or in equity.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by Owner.

§ 9.1.3 The Supplementary and other Conditions of the
(Paragraphs deleted)
Contract are those included in the Project Manual dated June 19, 2013.

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
The Specifications are those included in the Project Manual dated June 19, 2013.

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
The Drawings are those included in the Project Manual dated June 19, 2013

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number
1

Date
6/24/2013

Pages
1 plus 1 drawing

Init.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. All other documents contained in the Project Manual dated June 19, 2013.
2. Certificate of Insurance and endorsements attached to and incorporated in this Agreement by this reference.
3. Performance Bond, Labor and Material Payment Bond, attached to and incorporated in this Agreement by this reference.
4. Prevailing Wage Determination and supersedes notice attached to and incorporated in this Agreement by this reference.
5. Contractor's Proposal, as modified by the Contract Documents, attached to and incorporated in this Agreement by this reference.
6. Contractor's Compliance and Certifications Attachment and Substance Abuse Prevention Program Certification, attached to and incorporated in this Agreement by this reference.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Table deleted)

This Agreement entered into as of the day and year first written above.

WHEATON PARK DISTRICT

OWNER (Signature)

Michael J. Sevard

(Printed name and title)

Executive Director

SURFACE AMERICA, INC.

CONTRACTOR (Signature)

James A. Dobmeyer, President

(Printed name and title)

Init.

Additions and Deletions Report for **AIA[®] Document A101[™] – 2007**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:20:16 on 06/11/2013.

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AGREEMENT made as of the day of in the year 2013

...

Wheaton Park District
102 E. Wesley
Wheaton, IL 60187

...

Rathje Playground Surfacing
616 Delles
Wheaton, IL 60187

...

Furnishing and installing all materials for the playground safety surfacing system, and all other and incidental and collateral work necessary to properly complete the Project as indicated in the Contract Documents.

...

For purposes of this Agreement, "Architect" shall mean Owner. An Architect will not be used for this Project.

PAGE 2

The Contractor shall fully execute the Work ~~described~~indicated in the Contract Documents, except as specifically ~~indicated~~stated in the Contract Documents to be the responsibility of others.

...

The date of commencement of the Work shall be fixed by a Notice to Proceed (hereinafter referred to as the "Commencement Date"). Prior to commencing the Work, the Contractor shall have obtained and provided to the Owner acceptable evidence of all licenses, permits, bonds and insurance indicated as being the Contractor's responsibility under the Contract Documents. Delay in the commencement of the Work attributable to the failure of the Contractor to have obtained and provided such evidence to the Owner shall not result in an extension of the date scheduled for Substantial Completion as provided in Section 3.3 below, or in any milestone date previously agreed to by the Parties in any Project Schedule.

...

Not applicable to this Contract.

§ 3.2 The Contract Time shall be measured from the ~~date of commencement~~ Commencement Date.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~() days from the date of commencement, or as follows:~~ August 30, 2013

PAGE 3

Portion of Work

Substantial Completion Date

...

, subject to adjustments of this Contract Time authorized by Change Order as provided in the Contract Documents (hereinafter referred to as the "Substantial Completion Date"). The Owner and Contractor agree that the amount of time given to the Contractor under the Contract to achieve Substantial Completion is a reasonable amount of time considering the requirements of the Contract Documents.

...

Time is of the essence of the contract. Should the Contractor fail to complete the Work on or before the Substantial Completion date stipulated in the Contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Owner the sum of \$50 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Owner during extended and delayed performance by the Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Final Completion of the total physical Work of the Contract even though the Work may be substantially complete. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

...

§ 4.2 The Contract Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

...

§ 4.3 Unit prices, if any, are pursuant to Contractor's Proposal, as modified by this Agreement, attached to and incorporated into this Agreement by reference. :

...

§ 4.5 Adjustments to the Contract Sum for changes in the Work (other than for changes in the Work involving items for which unit prices were provided as set forth in Section 4.3, above) shall be made in accordance with Article 7 of the General Conditions of the Contract, provided that in the case of an increase in the Contract Sum attributable to a change in the Work, "reasonable overhead and profit" for purposes of Section 7.3.7 thereof shall mean: 1. Five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving Subcontractors, or 2. Five percent (5%) of the cost of the change in the Work involved performed by Subcontractors, plus two percent of the cost of the change in the Work for the Contractor's supervision of the work performed by the Subcontractors.

When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. No overhead and profit shall be paid to the Contractor for an increase in the cost of the surety bond or insurance premiums resulting from a change in the Work. In the event of an increase in the Contract Sum resulting from an additive change order, the actual amount of any increase in the cost of Contractor's surety bond shall be added to the amount of the change order. Similarly in

the event of a decrease in the Contract Sum resulting from a deductive change order, the amount of any decrease in the cost of Contractor's surety bond shall be added to the amount shown in the deductive change order, by which the Contract Sum is to be reduced.

§ 4.6 Overtime, if and when specifically authorized in writing in advance by the Owner shall be paid by the Owner on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient workforce so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents, or otherwise due to the fault of the Contractor. In such instances if the Owner requires the Contractor to perform Work on an overtime basis, all costs for and associated with such overtime shall be borne by the Contractor.

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§ 5.1.1 Based upon Applications for Payment properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, ~~the Owner shall make progress and agreed to by Owner and not subsequently nullified by the Architect in accordance with the Contract Documents,~~ the Owner shall make payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

...

Payment shall be made in full upon Final Completion of the Project and acceptance of the Work by Owner and in accordance with Section 5.2. Contractor may, however, apply for partial payment of 50% of the Contract Sum upon 50% completion of the Work in accordance with this Article 5. No payment shall be authorized unless all applicable waivers of lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.

§ 5.1.3 Provided that an Application for ~~Payment~~ Payment, which is in proper form and accompanied by required supporting documents and submittals, is received by the Architect not later than the 10th day of a month, certified for payment by the Owner and not subsequently nullified by the Owner in accordance with the Contract Documents, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for ~~Payment~~. ~~(Federal, state or local laws may require payment within a certain period of time.)~~ Payment in proper form and accompanied by required supporting documents and submittals and certifies payment to the Owner. Contractor is solely responsible for any delays in payment due in whole or in part to Contractor's failure to submit its payment application timely, in proper form and accompanied by all supporting documents and submittals required under the Contract.

PAGE 5

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

...

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 ~~shall~~may be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 and the retainage may be reduced if and as provided in Paragraph 9.3 of the General Conditions.

...

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility in accordance with the Contract Documents; provided that Owner shall have no obligation to make final payment if the Contractor is required to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and A201-2007 or as otherwise specified by the Contract Documents, or to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect and the Owner has approved payment.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~45 days after the conditions set forth in Section 5.2.1, above, have been met.

...

§ 5.3 WAIVER PROCEDURE/FORMAT

Contractor's progress payment applications shall be accompanied by the Contractor's and Subcontractor's Partial Waiver of Lien to date for the full amount of the payment. The Final Waiver of the Contractor shall be for the full amount of the Contract and the Final Waiver of a Subcontractor shall be for the full amount of its Subcontract. All applications for payment shall be accompanied by affidavits from the Contractor, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and materials suppliers; amounts paid and remaining to be paid to each; together with all other documents as shall be necessary, in the sole judgment of the Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

- (i) All waivers (partial and final) shall include language as applicable indicating either that:
- (ii) All materials was taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws or
- (iii) Materials were provided by the following suppliers from whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

The Parties shall make claims and resolve disputes as provided in Article 15 of the General Conditions and elsewhere in the Contract Documents.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ — Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ — Litigation in a court of competent jurisdiction

☐ — Other *(Specify)*

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§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as ~~amended~~ amended, superseded or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due ~~at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
(Insert rate of interest agreed upon, if any.)

~~—% —~~ and at the rate provided under the Illinois Local Government Prompt Payment Act.

...

Steve Hinchee
Wheaton Park District
102 E. Wesley
Wheaton, IL 60187
Tel: (630) 510-4976
Email: shinchee@wheatonparks.org

PAGE 7

§ 8.6.1 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing the Work. Contractor's bonds shall include a provision as will guarantee the faithful performance of this prevailing wage clause as herein provided and as provided in the General Conditions. Contractor shall comply with all other requirements of the Prevailing Wage Act.

§ 8.6.2 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. The Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 8.6.3 The Contractor shall limit materials and equipment storage to the immediate area of Work and such other areas as the Owner may designate. The Contractor shall promptly remove and properly dispose all construction material, trash, garbage and other debris off site.

§ 8.6.4 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (i) Modifications.
- (ii) This Agreement, including all exhibits, certifications and attachments incorporated in this Agreement.
- (iii) Supplementary Conditions.
- (iv) General Conditions
- (v) Construction Drawings

§8.6.5 The rights and remedies of the Owner stated in the Contract Documents shall be in addition to and not in limitation of any other rights of the Owner granted at law or in equity.

...

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor-Contractor, as modified by Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction-Construction, as modified by Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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Contract are those included in the Project Manual dated June 19, 2013.

...

The Specifications are those included in the Project Manual dated June 19, 2013.

Section	Title	Date	Pages
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1. AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

1. All other documents contained in the Project Manual dated June 19, 2013.

2. Certificate of Insurance and endorsements attached to and incorporated in this Agreement by this reference.

3. Performance Bond, Labor and Material Payment Bond, attached to and incorporated in this Agreement by this reference.

2. Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

4. Prevailing Wage Determination and supersedes notice attached to and incorporated in this Agreement by this reference.

5. Contractor's Proposal, as modified by the Contract Documents, attached to and incorporated in this Agreement by this reference.

6. Contractor's Compliance and Certifications Attachment and Substance Abuse Prevention Program Certification, attached to and incorporated in this Agreement by this reference.

...

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

...

WHEATON PARK DISTRICT

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicole L. Karas, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:06:31 on 07/25/2013 under Order No. 4329776820_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Nicole Karas

(Signed)

n.c.

Attorney

(Title)

7-25-13

(Dated)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nicole L. Karas, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:20:16 on 06/11/2013 under Order No. 7211711376_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Bond No. 0167566

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Surface America, Inc.
505 Aero Drive
Cheektowaga, NY 14225

SURETY: Berkley Insurance Company, A Delaware Corporation

(Name, legal status and principal place of business)

412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960

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

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

OWNER:

(Name, legal status and address)

Wheaton Park District
102 E Wesley
Wheaton, IL 60187

CONSTRUCTION CONTRACT

Date: July 30, 2013

Amount: \$ 43,978.60

Description:

(Name and location)

Rathje Playground Surfacing
616 Delles
Wheaton, IL 60187

BOND

Date: July 31, 2013

(Not earlier than Construction Contract Date)

Amount: \$ \$48,376.46

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Surface America, Inc.

SURETY

Company: (Corporate Seal)
Berkley Insurance Company

Signature:

Name
and Title:

James A. Dobmeier
President

Signature:

Name
and Title:

Betty Halthon, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh USA, Inc.
600 Renaissance Center, Ste 2100
Detroit, MI 48243
(313) 393-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312 Bond No. 0167566

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Surface America, Inc.
505 Aero Drive
Cheektowaga, NY 14225

SURETY: Berkley Insurance Company, a Delaware Corporation

(Name, legal status and principal place of business)

412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960

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

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

OWNER:

(Name, legal status and address)

Wheaton Park District
102 E Wesley
Wheaton, IL 60187

CONSTRUCTION CONTRACT

Date: July 30, 2013

Amount: \$43,978.60

Description:

(Name and location)

Rathje Playground Surfacing
616 Delles, Wheaton, IL 60187

BOND

Date: July 31, 2013

(Not earlier than Construction Contract Date)

Amount: \$48,376.46

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Surface America, Inc.

SURETY

Company:

(Corporate Seal)

Berkley Insurance Company

Signature:

Name

and Title:

James A. Dobmeier
President

Signature:

Name

and Title:

Betty Halthon, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Marsh USA, Inc.
600 Renaissance Center, Ste 2100
Detroit, MI 48243
(313) 393-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Kathy L. DelGreco, Latrecia R. Scott or Betty Halthon of Marsh USA, Inc. of Detroit, MI** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4 day of March, 2013.

Attest:

Berkley Insurance Company

By

By

Ira S. Lederman

Jeffrey M. Hafter

Senior Vice President & Secretary

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 4 day of March, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 31st day of July, 2013.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2013

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 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 MARSH USA, INC. ATTN: RAFFLES - FAX 313-393-6950 600 RENAISSANCE CENTER, STE. 2100 DETROIT, MI 48243 00102 -00102-RAFP-13/14	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED SURFACE AMERICA, INC. 505 Aero Drive WILLIAMSVILLE, NY 14225	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Zurich Insurance Company		40142
	INSURER B: Zurich American Insurance Company		16535
	INSURER C:		
	INSURER D: N/A		N/A
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

CHI-004721091-01

REVISION NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC			GLO6510655	04/01/2013	04/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP6510656	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC6510646	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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

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

RE: Rathje Playground Surfacing, 616 Delles, Wheaton, IL 60187

Wheaton Park District is included as an additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY ON GENERAL LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT. WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDERWheaton Park District
102 E Wesley
Wheaton, IL 60187**CANCELLATION**

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
of Marsh USA Inc.

John C Hurley

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization other than an Architect, Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.	Any location or project where you have agreed, through written contract, agreement or permit, executed prior to loss, to provide additional insured coverage except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP6510656	4/1/2013	4/1/2014	4/1/2013			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs a. and b. above.
- d. Any person(s) or organization(s) where required by written contract or written agreement executed prior to any "accident" provided the "accident" arises out of operations contemplated by such contract or agreement.

2. The following is added to the **Other Insurance** Provision in the **Conditions** Section:

Coverage for any person(s) or organization(s) where required by written contract or written agreement executed prior to any "accident" will apply on a primary basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the coverage form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the coverage form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

The following is added to Paragraph A.2. of the **Physical Damage Coverage** Section:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Loss Of Use Expenses** Provision of the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

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

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

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and

- (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form do not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form do not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or coverage form and by another policy or coverage form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or coverage form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or coverage form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this coverage form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

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

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this coverage form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this coverage form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph (5)(a) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (a) A covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less; and

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization other than an Architect Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.	Any location or project where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**ZURICH**

Blanket E Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP6510656	4/1/2013	4/1/2014	4/1/2013			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification providing 60 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will deliver electronic notification providing 10 days notice that such Coverage Part is being cancelled to each person or organization shown in a Schedule provided to us by the first Named Insured.
- C.** The Schedules described in Paragraphs **A.** and **B.** of this endorsement:
1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to the policy;
 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 3. Must be in an electronic format that is acceptable to us; and
 4. Must be accurate.
- Such Schedules may be updated and provided to us by the first Named Insured during the policy period. Such updated Schedules must comply with Paragraphs **2.**, **3.** and **4.** above.
- D.** Our delivery of the electronic notification as described in Paragraphs **A.** and **B.** of this endorsement will be based on the most recent Schedules in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.**, **B.** and **D.** of this endorsement.
- F.** Our delivery of electronic notification described in Paragraphs **A.**, **B.** and **D.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- G.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedules provided to us as described in Paragraphs **A.**, **B.**, **C.** and **D.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



ZURICH

General Liability Extended Coverages

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO6510655	4/1/2013	4/1/2014	4/1/2013			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part.

A. Fellow Employee And Incidental Medical Malpractice Coverage

Paragraph 2.a.(1) of **Section II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, except any "bodily injury" or "personal and advertising injury" arising out of:
 - (1) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services; or
 - (2) Emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional.

B. Additional Insureds– Lessees Of Premises

Section II – Who Is An Insured is amended to include as an insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply:

- (1) To liability arising out of such person's or organizations' sole negligence; or
- (2) After the person or organization ceases to lease or rent premises from you.

C. Additional Insured – Vendors

The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional provisions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

D. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; vandalism; weight of snow, ice or sleet; leakage from fire extinguishing equipment, including sprinklers; or accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.
2. Paragraph 6. of **Section III – Limits Of Insurance** is replaced by the following:
 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you,

psjolu f ldbt f lpgben bhf lcz!pof lpsn psf ldpwf sf elqf jrn!up!boz!pof lqsf n jt f t -lx i jrn!sf ouf elup!zpv!ps
uf n qpsbjnz!pddvqjf elcz!zpv!x ju lqf sn jt t jpolpgu f lpx of s!!!

F/! Mjn juf e!Dpousbdw brt!Mbcjrnz!Dpwf sbhf !N!Qf st pobrtboe!Bewf sjt joh!bkv sz!

2/! Fydmt jpol f lpgTf dypo!J!A!Dpwf sbhf !C!A!Qf st pobrtBoe!Bewf sjt joh!bkv sz!Mbcjrnz!jt !sf qrtadf elcz!u f !
gmpx joh;!

3/! Fydmt jpot !

Ui jt !jot vsbodf lepf t lopubqqzn!up;!

f /! Dpousbdw brt!Mbcjrnz!

#Qf st pobrtboe!bewf sjt joh!jokv sz!#gsx i jdi !u f !jot vsf eli bt !bt t vn f el!jbcjrnz!jo!b!dpousbdups
bhsf f n f ou!

Ui jt !f ydmt jpolepf t lopubqqzn!up;!

)2*! Mbcjrnz!gslebn bhf t !u bulu f !jot vsf elx pvr!i bwf !jolu f !bct f od f lpgu f !dpousbdups!bhsf f n f ou!ps!

)3*! Mbcjrnz!gs!#qf st pobrtboe!bewf sjt joh!jokv sz!#jg!

)b*! Ui f !#qf st pobrtboe!bewf sjt joh!jokv sz!#bst f t !pvupgu f !pgg ot f t !pggtrnf !bssf t u!ef uf ou!po!ps!
jn qst pon f ou!

)c*! Ui f !jbcjrnz!qf sbjot !p!zpv!scvt jof t t !boe!jt !bt t vn f el!jo!b!x sjuf o!dpousbdups!x sjuf o!
bhsf f n f ou!jo!x i jdi !zpv!bt t vn f !u f !ps!jbcjrnz!pgbopu f s!!Ups!jbcjrnz!n f bot !b!jbcjrnz!u bu
x pvr!cf !jn qpt f elcz!rnx !jo!u f !bct f od f lpgboz!dpousbdups!bhsf f n f ou!boe!

)d*! Ui f !#qf st pobrtboe!bewf sjt joh!jokv sz!#pddvst !t vct f r vf ou!p!u f !f yf dv!po!pgu f !x sjuf o!
dpousbdups!x sjuf o!bhsf f n f ou!!

Tprn!z!gs!qvsqpt f t !pg!jbcjrnz!t p!bt t vn f el!jolt vdi !x sjuf o!dpousbdups!x sjuf o!bhsf f n f ou!
sf bt pobcrn!!bupsof z!g f t !boe!of df t t bsz!rjghbypolf yqf ot f t !jodvssf elcz!ps!gs!b!qbsz!pu f slu bo!
bol!ot vsf el!bsf !ef f n f el!p!cf !ebn bhf t !cf dbvt f lpg!#qf st pobrtboe!bewf sjt joh!jokv sz!#ef t dscf el!jo!
Qbsbhsbqi !b*!bcpwf -lqspwjef e;!

)j*! Mbcjrnz!up!t vdi !qbsz!gs!ps!gs!u f !dpt upg!u bulqbsz!t !ef g ot f !i bt !brn!p!cf f o!bt t vn f el!jo!u f !
t bn f !x sjuf o!dpousbdups!x sjuf o!bhsf f n f ou!boe!

)jj*! Tvdi !bupsof z!g f t !boe!rjghbypolf yqf ot f t !bsf !gs!ef g ot f !pgu bulqbsz!bhb!jot ub!djw!rps!
brn! sob!ywf !ejt qvuf !sf t pr!jpo!qspdf f ejoh!jo!x i jdi !ebn bhf t !up!x i jdi !u jt !jot vsbodf !bqqrn!t !
bsf !brn!hf e!!!

3/! Qbsbhsbqi !3/e!lpgTf dypo!J!A!Tvqqrn f ousz!Qbzn f ou !A!Dpwf sbhf t !B!!Boe!C!jt !sf qrtadf elcz!u f !gmpx joh;!!

e/! Ui f !brn!hbypot !jo!u f !#vju!#boe!u f !jogsn bypolx f !!opx !bcpvlu f !#pddvssf od f !ps!pgg ot f !bsf !t vdi !u bu
op!dpog!ubqqf bst !up!f yjt ucf ux f f olu f !jouf sf t u! lpgu f !jot vsf el!boe!u f !jouf sf t u! lpgu f !joef n ouf f /

4/! Ui f !gmpx joh!jt !beef e!up!u f !qbsbhsbqi !e!sf duz!gmpx joh!Qbsbhsbqi !3/g!lpgTf dypo!J!A!Tvqqrn f ousz!
Qbzn f ou !A!Dpwf sbhf t !B!boe!C;!!

! Opux ju t uoe!joh!u f !qspwj!jpot !pg!Qbsbhsbqi !3/f /)3*!lpgTf dypo!J!A!Dpwf sbhf !C!A!Qf st pobrtBoe!Bewf sjt joh!
bkv sz!Mbcjrnz!-t vdi !qbsz f ou !x jrn!pucf !ef f n f el!p!cf !ebn bhf t !gs!#qf st pobrtboe!bewf sjt joh!jokv sz!#boe!x jrn!
opulsf evdf !u f !jrn ju !pgjot vsbodf /!!

G/ Nf ejdbrt!Qbzn f ou !A!bdsf bt f e!Sf qps!joh!Qf sjpe

Qbsbhsbqi !2/!b!lpgTf dypo!J!Dpwf sbhf !D!A!Nf ejdbrt!Qbzn f ou !jt !sf qrtadf elcz!u f !gmpx joh<

b/! X f !x jrn!qbz!n f ejdbrt! yqf ot f t !bt !ef t dscf elcf rpx !gs!qpejrn!jokv sz!Edbvt f elcz!bo!bddjef ou!

)2*! Polqsf n jt f t !zpv!px olps!sf ou!

)3*! Polx bzt !of yul!qsf n jt f t !zpv!px olps!sf ou!ps!

)4*! Cf dbvt f !pgzpv!spqf sb!jpot <

qspwjef elü bu!

- !) b*!!!Ui f l bddjef oulbi f t lqrd f l jolü f !Qdpwf sbhf l f sspzEboe levjohü f !qprjdz!qf sje4
- !) c*!! Ui f l f yqf ot f t l bsf l jodvss e!boe!sf qpsf elup!vt l x jü jolü sf f lzf bst lpgü f !ebüf lpgü f l bddjef outboe
- !) d*!!!Ui f l jokv sf elqf st polt vcn jü l up!f ybn jobüpo!-bupv sf yqf ot f -!cz!qi zt djbot lpgpv sdi pjdf !bt lpgf olbt ! l x f l sf bt pobcrn!sf r vjsf /!

H/! Tvqqrñn f oubsz!Qbzn f out !

! Ui f l gmpx joh!di boh f t l bqqrñl up!Tvqqrñn f oubsz!Qbzn f out !ÄDpwf sbhf t !B!boe!C;!

Qbsbhsbqi t l2/c/!boe!2/e/lbsf l sf qrd f elcz!ü f !gmpx joh;!

c/! Vq!up!%3-611!gplü f l dpt upgcbjrt poet l sf r vjsf elcf dbvt f lpgbddjef out !ps!sbjgd!lax l wjprñjpot !bsjt joh!pvupgü f ! vt f lpgboz!wf i jdrñ!up!x i jdi lü f !Cpejrn!bkw sz!Mbcjrn!Dpwf sbhf l bqqrñ t /!X f l epl opüi bwf !up!g sojt i lü f t f l cpoet /! e/!! Bm!sf bt pobcrñ!f yqf ot f t l jodvss e!elcz!ü f l jot v sf e!bupv sf r v f t up!bt t jt dvt l jolü f l jowf t jhbyopolpslef g ot f lpgü f ! dñjn !ps!# vju!l jodmejoh!bdwbrñt t lpgf bsojht l vq!up!%611!blebz!cf dbvt f lpgdñ f !pgggn l x ps /!!!

I /! Cspbef of e!Qspqf sz!Ebn bhf !

2/ FrwbupslQspqf sz!Ebn bhf !

b/! Ui f l gmpx joh!jt l beef elup!Fydrñt jpo!k!pgTf dñpo!JÄDpwf sbhf !B!ÄCpejrn!bkw sz!Boe!Qspqf sz!Ebn bhf ! Mbcjrn;

!!! Qbsbhsbqi t !4*!boe!5*!pgü jt l f ydrñt jpo!ep!lopübqqñl up!#qspqf sz!ebn bhf #bsjt joh!pvupgü f lvt f lpgbo! f rñwbupslbqsf n jt f t l zpv!px o!sf oups!pddvqz/!

c/!!! Ui f l gmpx joh!jt l beef elup!Tf dñpo!JÄMñ jü l P g!bt vsbodf ;

! Tvckf dñp!Qbsbhsbqi t l3/-l4/!boe!6/lbcpwf -l ü f l n pt ux f l x jñbz!voef s!Dpwf sbhf !B!gplebn bhf t lcf dbvt f ! pg!qspqf sz!ebn bhf #up!qspqf sz!lñbof elup!zpv!psqf st pobrt!qspqf sz!jolü f l dbsf -ldvt upez!ps!dpous!rñpgü f ! jot v sf e!bsjt joh!pvupgü f lvt f lpgbo!f rñwbupslbqsf n jt f t l zpv!px o!sf oups!pddvqz!jt !%36-111!boz!pof ! #pddvssf odf #!

3/ Qspqf sz!Ebn bhf !Up!Cpspx f e!Fr vjqñ f ou

b/! Ui f l gmpx joh!jt l beef elup!Fydrñt jpo!k!pgTf dñpo!JÄDpwf sbhf !B!ÄCpejrn!bkw sz!Boe!Qspqf sz!Ebn bhf ! Mbcjrn;

Qbsbhsbqi !5*!pgü jt l f ydrñt jpo!epf t l opübqqñl up!#qspqf sz!ebn bhf #up!f r vjqñ f ouzpv!cpsspx lgn lpu f st ! bñb!l pct jü f /!

c/!! Ui f l gmpx joh!jt l beef elup!Tf dñpo!JÄMñ jü l P g!bt vsbodf ;

! Tvckf dñp!Qbsbhsbqi t l3/-l4/!boe!6/lbcpwf -l ü f l n pt ux f l x jñbz!voef s!Dpwf sbhf !B!gplebn bhf t lcf dbvt f ! pg!qspqf sz!ebn bhf #up!f r vjqñ f ouzpv!cpsspx lgn lpu f st !bñb!l pct jü f !jt !%36-111!boz!pof !#pddvssf odf #

J Fyqf dñf elps!bñf oef e!bkw sz!ps!Ebn bhf

! Fydrñt jpo!b!pgTf dñpo!JÄDpwf sbhf !B!ÄCpejrn!bkw sz!Boe!Qspqf sz!Ebn bhf !Mbcjrn!jt l sf qrd f elcz!ü f ! gmpx joh;!

b/! Fyqf dñf elps!bñf oef e!bkw sz!ps!Ebn bhf !

#Cpejrn!jokv sz!#ps!#qspqf sz!ebn bhf #f yqf dñf elps!jñf oef e!gn lü f l t uoeqpjñupgü f l jot v sf e/!!Ui jt l f ydrñt jpo! epf t l opübqqñl up!#Cpejrn!jokv sz!#ps!#qspqf sz!ebn bhf #sf t vñjoh!gn lü f lvt f lpgsf bt pobcrñ!gdsf !up!qspü dñf st pot !ps!qspqf sz/!

K/! Ef gojüpo!ÄCpejrn!bkw sz!

Ef gojüpo!4/!jo!Tf dñpo!Wñ!Ef gojüpot ljt l sf qrd f elcz!ü f !gmpx joh;!

4/! #Cpejrn!jokv sz!#n f bot lCpejrn!jokv sz!-lt jdl of t t lps!ejt f bt f l t vt ujo!f elcz!b!qf st po/!!Ui jt l jodmef t l n f oubrñbohvt i -! n f oubrñjokv sz!-lt i pdl -!gñhi upsf bu l t vt ujo!f elcz!b!qf st pol x i jdi l sf t vñ lgn lü bñCpejrn!jokv sz!-lt jdl of t t lps! ejt f bt f /!

L/! .bt vsf e!Tubwt !N!Bn buf vs!Bü rhjd!Qbsjdjqbout !

! Tf düpo!JÄN!X i p!t !Bo!bt vsf eljt lbn f oef el!p!jodmef lbt !bo!jot vsf elboz!qf st polzpv!t qpot psx i jrh!qbsjdjqbujoh!jo!
bn buf vs!bü rhjd!bdüwjüf t !/! px f wf s!op!t vdi !qf st poljt !bo!jot vsf el!gds!

b/! #Cpejrz!jokvz#p!;

)2*! Zpvst# n qmzf f #!#wpmouf f sx ps f #psboz!qf st polzpv!t qpot psx i jrh!qbsjdjqbujoh!jot vdi !bn buf vs!
bü rhjd!bdüwjüf t <ps!

)3*! Zpv!boz!qbsuf slpsn f n cf s!)gzpv!bsf !b!qbsuf st i j!ps!pjouwf ous*!-psboz!n f n cf s!)gzpv!bsf !b!jm jf e!
jbcjrz!dpn qboz*!x i jrh!qbsjdjqbujoh!jot vdi !bn buf vs!bü rhjd!bdüwjüf t <ps!

c/! #Qspqf sz!ebn bhf #!p!qspqf sz!px of elcz!pddvqf elpsvt f elcz!sf ouf el!p!-jo!ü f !dbsf -ldvt upez!psdpousp!pg!ps!
pwf sx i jdi !ü f !qi zt jdb!pousp!rjt !cf joh!f yf sdjt f el!gds!boz!qvsqpt f !cz!;

)2*! Zpvst# n qmzf f #!#wpmouf f sx ps f #psboz!qf st polzpv!t qpot ps!ps!

)3*! Zpv!boz!qbsuf slpsn f n cf s!)gzpv!bsf !b!qbsuf st i j!ps!pjouwf ous*!-psboz!n f n cf s!)gzpv!bsf !b!jm jf e!
jbcjrz!dpn qboz*!;

M! Bjsdsbg!Bvup!PslX buf sdsbg!

! Fydrnt jpo!h!pgTf düpo!JÄDpwf sbhf !B!ÄCpejrz!jokvz!Boe!Qspqf sz!Ebn bhf !Mbcjrz!jt !sf qrbdf elcz!ü f !
gm!px joh!;

h/ Bjsdsbg!Bvup!PslX buf sdsbg!

#Cpejrz!jokvz#ps!#qspqf sz!ebn bhf #bsjt joh!pvupgü f !px of st i j!-ln bjouf obodf -lvt f !psf ous!t un f oup!pü f st !pg!
boz!bjsdsbg!#bvup#ps!x buf sdsbg!px of el!ps!qf sbf elcz!ps!sf ouf el!ps!rbf of el!p!boz!jot vsf e!//Vt f !jodmef t !
pqf sbüpo!boe!#pbejoh!ps!vorpbejoh#!

Ui jt !f ydrnt jpo!bqqrj!t !f wf oljgü f !drbjn t !bhbjot uboz!jot vsf el!bmhf !of hjmf ofd !ps!pü f sx spohepjoh!jo!ü f !
t vqf swjt jpo!-li jsjoh!-f n qmzn f ou!sbjoh!ps!n pojupsjoh!pgpü f st !cz!ü buljt vsf e!-ljgü f !#pddvssf ofd #x i jdi !
dbvt f elü f !#Cpejrz!jokvz#ps!#qspqf sz!ebn bhf #jowp!wf elü f !px of st i j!-ln bjouf obodf -lvt f !psf ous!t un f oup!
pü f st !pgboz!bjsdsbg!#bvup#ps!x buf sdsbg!ü buljt !px of el!ps!qf sbf elcz!ps!sf ouf el!ps!rbf of el!p!boz!jot vsf e!/
Ui jt !f ydrnt jpo!epf t !opubqqr!p!;

)2*! B!x buf sdsbg!x i jrh!bt i psf !po!qsf n jt f t !zpv!px ol!ps!sf out

)3*! B!x buf sdsbg!zpv!ep!op!px olü buljt !;

)b*! Mf t t !ü bo!62!gf f !rph!<boe!

)c*! Opulcf joh!vt f el!p!dbss!qf st pot !gds!bdi bshf <

)4*! Qbs joh!bo!#bvup#po!-ps!polü f !x bzt !of yul!-qsf n jt f t !zpv!px ol!ps!sf ou!qspwef elü f !#bvup#jt !op!px of el!
cz!ps!sf ouf el!ps!rbf of el!p!zpv!ps!ü f !jot vsf e!<

)5*! Mbcjrz!bt t vn f elvoef sbz!#ot vsf eldpousbdu!#gslü f !px of st i j!-ln bjouf obodf !ps!vt f !pgbjsdsbg!ps!
x buf sdsbg!ps!

)6*! #Cpejrz!jokvz#ps!#qspqf sz!ebn bhf #bsjt joh!pvupg!

)b*! Ui f !pqf sbüpo!pgn bdi jof sz!psf r vjqn f ou!ü buljt !bubdi f el!p!ps!qbs!pg!b!rboe!wf i jdrh!ü bulx pvre!
r vbrjz!voef slü f !ef gojüpo!pg!#pcjrh!f r vjqn f ou!#jg!ux f sf !op!t vck! d!up!b!dpn qvrhps!ps!gobodjbrh
sf t qpot cj!rz!r!ax !ps!pü f !n p!ps!wf i jdrh!jot vsbodf !r!ax !jo!ü f !t ubf !x i f sf !ljut !r!ad! ot f el!ps!qsdj!qbr!
hbsbhf e!ps!

)c*! Ui f !pqf sbüpo!pgboz!pgü f !n bdi jof sz!psf r vjqn f ou!r!u!f el!jo!Qbsbhsbqi !g!)3*!ps!g!)4*!pgü f !ef gojüpo!
pg!#pcjrh!f r vjqn f ou!#!

N/ Ef gojüpot !ÄM!bt f e!X ps!f s!Uf n qpsbsz!X ps!f s!boe!Mbcps!Mf bt joh!Gsn

2/! Ef gojüpot !21!/boe!2: !/jo!Tf düpo!W..!Ef gojüpot !bsf !sf qrbdf elcz!ü f !gm!px joh!;

21/! #Vf bt f elx ps f s#n f bot !blqf st pol!rht f elup!zpv!cz!b!#acps!rht joh!gsn #voef sb!x g!uf o!bhsf f n f ou
cf ux f f olzpv!boe!ü f !#acps!rht joh!gsn #!up!qf sgsn lev!f t !sf r!uf elup!ü f !dpoevdupgzpvs!cvt jof t t !/
#Vf bt f elx ps f s#epf t !opujodmef !b!#f n qpsbsz!x ps f s#!!!

2: /! #Uf n qpsbsz!x ps f s#n f bot !blqf st pol!x i pljt !g!sojt i f elup!zpv!up!t vqgps!p!st vqqr!n f ouzpv!x ps !gsdf !
evs!oh!# n qrpzf f #bct f odf t -!ü f n qpsbsz!t ! jnt i ps!bhf t -!vqvsot !ps!epx ou!sot !jo!cvt jof t t !ps!p!n f f u
t f bt pobr!p!st i psu!f sn !x ps !p!b!dpoe!j!pot !/!#Uf n qpsbsz!x ps f s#epf t !opujodmef !b!#rht f elx ps f s#!

3/! U! f !gmpx joh!ef goj!p!jt !beef elup!Tf d!p!o!W!E!f goj!p!ot ;

! ! #Mbcps!rht joh!gsn #n f bot !boz!qf st pol!ps!pshboj! b!p!ox i pli jsf t !pv!x ps f st !up!p! f st -!jodmef joh!boz!;

b/! F n qrpzn f ou!bhf odz!-!dpous!d!p!st f s!jdf t <

c/! Qspg t t !pobrt! n qrpzf st!pshboj! b!p!o!ps!

d/! Uf n qpsbsz!i f r!t f s!jdf !/

O/! Ef goj!p!ot !A!Zpvs!Qspevd!boe!Zpvs!X ps !

! Ef goj!p!ot !32/!boe!33/!jo!Tf d!p!o!W!E!f goj!p!ot !bsf !sf q!r!df elcz!ü f !gmpx joh!;

32/! #Zpvs!qspevd!#!

b/! Nf bot ;!

)2*! Boz!hppet !ps!qspevd! -!p! f sl! bo!sf br!q!sqf sz!-!n bov!gd!wsf e!-!t pr!-!i boer!he!-!ejt u!cv!f el!ps!ejt qpt f el
pgcz!;

)b*! Zpv <

)c*! P! f st !us!bejoh!voef sz!pvs!obn f <ps!

)d*! Blqf st pol!ps!pshboj! b!p!ox i pt f !cvt jof t t !ps!bt t f t !zpv!li bwf !bdr v!jsf e!boe!

)3*! Dpou!bjof st !p! f sl! bo!wf i jdr!nt *-!n b!f s!br!n!q!bst !ps!f r v!qn f ou!g!sojt i f el!jo!dpoo!f d!p!ox j! !t vdi !
hppet !ps!qspevd! !/

c/! !bdr!mf t ;!

)2*! X bss!boj!f t !ps!sf qsf t f ou!j!pot !n bef !bu!boz!l!n f !x j! !sf t qf d!up!ü f !guof t t -!r vb!r!j!z!-!evs!bc!j!r!j!z!-!
qf sgsn bodf -!vt f -!li boer!joh!-!n bjou!f obodf -!pqf sb!j!p!st bg uz!pg!#zpv!qspevd!#!boe!

)3*! U! f !qspw!ejoh!pgps!g!jmsf !up!qspw!ejf !x bso!j!ht !ps!jot us!vd!j!pot !/!

d/! Epf t !opujodmef !wf oe!joh!n bdi jof t !ps!p! f sqspqf sz!sf ou!f elup!ps!r!p!b!uf el!gs!ü f !vt f !pgp!ü f st !cv!d!opu
t pr!e!;

33/! #Zpvs!x ps #!

b/! Nf bot ;!

)2*! X ps -!t f s!jdf t !ps!pqf sb!j!pot !qf sgsn f elcz!zpv!ps!p!zpv!scf i br!e!boe!

)3*! N!b!f s!br!n!q!bst !ps!f r v!qn f ou!g!sojt i f el!jo!dpoo!f d!p!ox j! !t vdi !x ps -!t f s!jdf t !ps!pqf sb!j!pot !/!

c/! !bdr!mf t ;!

)2*! X bss!boj!f t !ps!sf qsf t f ou!j!pot !n bef !bu!boz!l!n f !x j! !sf t qf d!up!ü f !guof t t -!r vb!r!j!z!-!evs!bc!j!r!j!z!-!
qf sgsn bodf -!vt f -!li boer!joh!-!n bjou!f obodf -!pqf sb!j!p!st bg uz!pg!#zpv!x ps #!boe!!

)3*! U! f !qspw!ejoh!pgps!g!jmsf !up!qspw!ejf !x bso!j!ht !ps!jot us!vd!j!pot !/!

P/! Qsjps!z!P!g!M!n j!t !

! U! f !gmpx joh!qbs!hs!bqi !jt !beef elup!Tf d!p!o!W!A!M!n j!t !P!g!bt vs!bodf ;!

!b!ü f !f wf ou!b!dr!bjn !jt !n bef !ps!# v!j!#jt !csp!vhi ub!hb!jot un ps! l!ü bo!pof !jot vsf elt f f !joh!ebn b!hf t !cf dbvt f !pg!#pej!r!z!
jok!v!sz!#ps!#qspqf sz!lebn b!hf #dbvt f elcz!ü f !t bn f !#pddv!ssf odf #ps!#qf st pobr!boe!bewf s!jt joh!jok!v!sz!#dbvt f elcz!ü f !
t bn f !pgg!ot f -!x f !x jnt!b!qq!r!z!ü f !M!n j!t !pg!bt vs!bodf !jo!ü f !gmpx joh!p!sef s!

)b*! Zpv<

)c*! Zpvs# yf dvjwf !pgjdf st #!qbsuf st -lejsf dupsf -lt updi i praf st -ln f n cf st -ln bobhf st !jgzpv!bsf !brjm juf e!rjbcjrz!
dpm qboz*!ps# n qrpzf f t #!boe!

)d*! Boz!pu f sjot vsf e!jo!boz!psf slü bulx f !di ppt f !/

Q/! Evjft !jolu f !Fwf oupgPddvssf odf -IP gff ot f -!Drbjn !ps!TvjuDpoejypo!

Ui f !gmpx joh!qbsbhsbqi t !bsf !beef e!up!Qbsbhsbqi !3/!Evjft !.b!Ui f !Fwf oupgPddvssf odf -IP gff ot f -!Drbjn !Ps!Tvju
pgTf dypol!JWN!Dpn n f sdjbrtHf of sbrtMbcjrz!Dpoejypot ;!!!

Opjdf !pgbo!#pddvssf odf #!ps!pgbo!pgf ot f !xi jdi !n bz!sf t vndjo!b!drbjn !voef slü jt !jot vsbodf !ps!opjdf !pgb!drbjn !ps!
#!vj#t i !brtcf !hjwf o!up!vt !bt !t ppo!bt !qsbdujdbcrn!bgf sl opx rnehf !pgü f !#pddvssf odf #!pgf ot f -!drbjn !ps!# vj#t i !bt !
cf f o!sf qpsf e!up!boz!jot vsf e!rjbf e!voef sl Qbsbhsbqi !2/!pg Tf dypol!JN!X i p!J!Bo!Jbt vsf e!ps!bo!#n qrpzf f #!
bvü ps!f e!cz!zpv!up!hjwf !ps!sf df jwf !t vdi !opjdf !/!L opx rnehf !cz!pu f sl#n qrpzf f t #!pgbo!#pddvssf odf #!pgf ot f -!
drbjn !ps!# vj#t i !epf t !opljn qrz!ü bulzpv!brtpli bwf !t vdi !l opx rnehf !/!

Jb!ü f !f wf oulü bulboljot vsf e!sf qpsf !bo!#pddvssf odf #!up!ü f !x ps f st !dpm qf ot bupo!dbssjf spgü f !Obn f e!Jbt vsf e!boe!
ü jt !#pddvssf odf #!rtaf slef wf rpaq!joup!b!Hf of sbrtMbcjrz!drbjn -ldpwf sf elcz!ü jt !Dpwf sbhf !Qbs!ü f !jot vsf e!t !gbrmsf !up!
sf qpsf vdi !#pddvssf odf #!up!vt !bulü f !ljn f !pgü f !#pddvssf odf #!t i !brtuplcf lef f n f e!up!cf !b!wprajypo!pgü jt !dpoejypo!//
Zpv!n vt uli px f wf sl!hjwf !vt !opjdf !bt !t ppo!bt !qsbdujdbcrn!bgf scf joh!n bef !bx bsf !ü bulü f !qbsjdvrt!drbjn !jt !b!
Hf of sbrtMbcjrz!sbu f slü bolb!X ps f st !Dpn qf ot bupo!drbjn !/!

R/! Pu f slbt vsbodf !Dpoejypo!

! Qbsbhsbqi t !5/b!boe!5/c!2*!pgü f !Pu f slbt vsbodf !Dpoejypo!pgTf dypol!JWN!Dpn n f sdjbrtHf of sbrtMbcjrz!
Dpoejypot !bsf !sf qrbdf elcz!ü f !gmpx joh!;

5/! Pu f slbt vsbodf !

Jjpu f slwbjre!boeldprndjcrn!jot vsbodf !jt !bwbjrbcrn!up!ü f !jot vsf e!gslb!rpt t !x f !dpwf slvoef slDpwf sbhf t !B!ps!C!pg
ü jt !Dpwf sbhf !Qbs!pvs!pcrjmbjypot !bsf !rjm juf e!bt !gmpx !;

b/! Qsjn bsz!bt vsbodf !

Ui jt !jot vsbodf !jt !qsjn bsz!f ydf qulx i f o!Qbsbhsbqi !c!cf rpx !bqqjrt !/!Jjü jt !jot vsbodf !jt !qsjn bsz!-lpvs!
pcrjmbjypot !bsf !opulbgf duf elvorrt t !boz!pgü f !pu f sjot vsbodf !jt !brt!qsjn bsz!//Ui f o!-lx f !x jrt i !bsf !x jü !brt!
ü bulpu f sjot vsbodf !cz!ü f !n f ü pelef t dscf eljo!Qbsbhsbqi !d!cf rpx !/!Ui jt !jot vsbodf !jt !brt!qsjn bsz!
jot vsbodf !bt !sf t qf dt !pvs!dpwf sbhf !up!ü f !beejypobrtjot vsf elqf st !polps!shboj! bupo!x i f sf !ü f !x sjuf o!
dpousbdupsx sjuf o!bhsf f n f ou!sf r vjsf t !ü bulü jt !jot vsbodf !cf !qsjn bsz!boe!opo.dpousjcvpsz!//Jb!ü bulf wf ou!
x f !x jrt !put f f !dpousjcvypo!gpn !boz!pu f sjot vsbodf !qprjdz!bwbjrbcrn!up!ü f !beejypobrtjot vsf elpo!x i jdi !
ü f !beejypobrtjot vsf elqf st !polps!shboj! bupo!jt !b!Obn f e!Jbt vsf e!//Pu f sjot vsbodf !gslqvsqpt f t !pgü jt !
Qbsbhsbqi !b!-ljodmef t !boz!uzqf !pgt f rjot vsbodf !ps!pu f sln f di bojt n !cz!x i jdi !boljot vsf e!bssbohf t !gsl
goejoh!pgjt !rhhbrt!bcjrz!f t !/!

c/! Fydf t t !bt vsbodf !

)2*! Ui jt !jot vsbodf !jt !f ydf t t !pwf s!

)b*! Boz!pgü f !pu f sjot vsbodf -!xi f ü f !qsjn bsz!-f ydf t t -!dpoujohf oups!pol!boz!pu f slbt jt !;

)j*! Ui buljt !qspqf sz!jot vsbodf -!Cvjraf st !Sjt ! -!bt ubrtjypo!Sjt ! !ps!jn jrt!sdpwf sbhf !gsl#zpvsl
x ps!#t

)jj*!Ui buljt !qspqf sz!jot vsbodf !qvdsi !bt f elcz!zpv!jodmejoj!boz!lef evdjcrn!ps!f rjot vsbodf !
qpsjpo!ü f sf pg!up!dpwf slqsf n jt f t !sf ouf e!up!zpv!ps!f n qpsbsjrz!pddvqjf e!cz!zpv!x jü !
qf sn jt t jpo!pgü f !px of s!

)jjj*!Ui buljt !jot vsbodf !qvdsi !bt f elcz!zpv!jodmejoj!boz!lef evdjcrn!ps!f rjot vsbodf !qpsjpo!
ü f sf pg!up!dpwf slzpvsl!bcjrz!bt !b!uf obougs!#qspqf sz!lebn bhf #!up!qsf n jt f t !sf ouf e!up!zpv!ps!
f n qpsbsjrz!pddvqjf e!cz!zpv!x jü !qf sn jt t jpo!pgü f !px of s!

)jw! Ju f l npt t l bjt f t l pvupgu f l n bjof obodf lpsvt f lpgbjsdsgu! #bvpt #psx buf sdsbgup! u f l f yuf ou
oput vck dulp! Fydrnt jpolh! lpgTf dypo! JN! Dpwf sbhf !B!N! Cpejnz! bks! sz! Boe! Qspqf sz! Ebn bhf !
Mbcjnz! <ps!

)w! Ui bujt lqspqf sz! jtot vsodf ! jodmejoj! boz! ef evdjcrh! pst f rjtjot vsodf lqpsjpolu f sf pg!
qvadi bt f elcz! zpv! l! dpwf slebn bhf l! p;

)j*! Fr vjqn f ouzpv! cpspx lqpn lpu f st lbul! l pct juf <ps!

)jj*! Qspqf sz! l nbof el! p! zpv! lpsqf st pobrt! qspqf sz! j! o! u f l dbsf -ldvt upez! lpsdpousp! rtpgu f l jtot vsf el
! bjt joh! pvupgu f l vt f lpgbo! f rfwbupsbulqsf n jt f t l zpv! px o! sf oupspddvqz! /

)c*! Boz! pu f sqsn bsz! jtot vsodf ! jodmejoj! boz! ef evdjcrh! pst f rjtjot vsodf lqpsjpolu f sf pg! l bwbjrtcrh!
up! u f l jtot vsf el! dpwf sjoh! l bcbjnz! l gsebn bhf t l bjt joh! pvupgu f l qsf n jt f t -l pqt sbjpot -l qspvdu -!
x ps! l pst f svjdf t l qpsx i jdi lu f l jtot vsf eli bt lcf f olhsouf el! beejypobrtjot vsf elt ubwt l f ju f scz! qprijz!
qspwt jpo! lpslbuudi n f oupgboz! f oepst f n f ou! l! Pu f sqsn bsz! jtot vsodf ! jodmef t l boz! uzqf l pgt f rj
jtot vsodf lps! pu f sn f di bojt n lcz! x i jdi lbo! jtot vsf el! bssboh f t l qps! goejoh! lpgjt l rnhbrh! bcbjnz! f t /!

)d*! Boz! lpgu f l pu f sjot vsodf -l x i f u f sqsn bsz! -l f ydf t t -l dpo! johf oups! po! boz! pu f scbt jt -l bwbjrtcrh!
up! bo! beejypobrtjot vsf el! jo! x i jdi lu f l beejypobrtjot vsf el! po! lpslqprijz! jt l btrp! dpwf sf elbt lbo!
beejypobrtjot vsf elcz! lbuudi n f oupgbo! f oepst f n f oup! bopu f sqpnjz! lqspwjejoh! dpwf sbhf l qpsu f l
t bn f l #pddvssf odf #! dtrjn lps! # vju! #!! Ui jt lqspwt jpolepf t lopubqqrz! l! boz! qprijz! jo! x i jdi lu f l
beejypobrtjot vsf el! jt lbo! Obn f el! bt vsf el! polt vdi lpu f l sqpnjz! lboelx i f sf lpslqprijz! l! f r vsf elcz!
x sjuf oldpousdupsx sjuf olbhsf f n f oup! lqspwjejoh! dpwf sbhf l! pu f l beejypobrtjot vsf el! po! l! sqsn bsz!
boelopo. dpousjcvps! cbt jt /!

S/! Vojouf oujpot bcbjnz! l! Ejt drpt f l Brr! b! bset !

I Dpoejypo! 7/! Sf qsf t f oubjpot lpgTf dypo! JN! Dpn n f sdjbrtHf of sbtrh! bcbjnz! Dpoejypo! l! t! sf qrtndf elcz! u f l
gnpx joh! !

7/ Sf qsf t f oubjpot

Cz! bddf qjoh! u jt lqpnjz! -l zpv! l bhsf f ;!

b/! Ui f l t ubf n f out ljo! u f l! Ef dtrhsbjpot l! bsf l bddvsouf lboel! dpn qrtndf <

c/! Ui pt f l t ubf n f out l! bsf lcbt f elvqpos! qsf t f oubjpot l zpv! n bef l! p! vt <boe!

d/! X f l! bwf ljt t vf elu jt lqpnjz! l! o! sf rjtodf l vqpolzpv! vsf qsf t f oubjpot /!

Dpwf sbhf l x jrtndpoujovf l! l bqqrz! l jgzpv! l vojouf oujpot bcbjnz! !!

j/! Gbjrtndp! ejt drpt f l Brr! b! bset l f yjt joh! bulu f l jodf qjopolpgu jt lqpnjz! <ps!

jj/! Nbl f lbo! f ssp! lpn jt t jpo! lpsjn qspqf slef t dsqjopolpgqsf n jt f t lpspu f st ubf n f oupgjogsn bjpot! ubf eljo!
u jt lqpnjz! /!

Zpv! n vt dopjg! lvt ljo! x sjoh! bt l t ppol! bt lqpt t jcrh! bgf slu f l! ejt dpwf sz! lpgboz! l b! bset lps! boz! pu f l sjogsn bjpo!
u bulx bt lopuqspwjejoh! el! p! vt lqspslup! jodf qjopolpgu jt l! Dpwf sbhf l! Qbsu!

T/ Usbot g! s! P! g! S! jhi u t! P! g! S! f! dpwf sz! B! hbjt u! P! u f st! U! p! Vt! l! O! X! bjwf s! lpg! S! jhi upg! Tvc! sph! bjpo

I Dpoejypo! 9/! Usbot g! s! P! g! S! jhi u t! P! g! S! f! dpwf sz! B! hbjt u! P! u f st! U! p! Vt! lpgTf dypo! JN! Dpn n f sdjbrtHf of sbtrh
Mbcjnz! Dpoejypo! l! t! sf obn f elboel! qrtndf elcz! u f l gnpx joh! !

9/! Usbot g! s! P! g! S! jhi u t! P! g! S! f! dpwf sz! B! hbjt u! P! u f st! U! p! Vt! l! O! X! bjwf s! lpg! S! jhi upg! Tvc! sph! bjpo!

b/! Ju f l jtot vsf eli bt l! shi u t! l! p! sf dpwf sbtrh! lps! qbs! lpgboz! qbz n f oux f l! bwf l n bef l! voef slu jt l! Dpwf sbhf l! Qbsu!
u pt f l! shi u t! l! bsf l! usbot g! s! f! el! p! vt! /! /! /! Ui f l jtot vsf eln vt de! l! opu joh! l! bgf slrt t! l! up! jn qbjslu f n /! /! Bupvs! f r v f t u!
u f l jtot vsf elx jrtndpoujovf! # vju! # pslusbot g! slu pt f l! shi u t! l! p! vt! l! boeli f r! q! vt l! f ogpsdf l! u f n /!

c/! Jjü f !jot vsf elx bjwf t !jü !sghi up!sf dpwf sqbzn f ou !qpsjokv sz!pslebn bhf !ggn !bopü f sqf st polps!
pshboj{ bÿpoljo!b!x sjuf oldpousbduf yf dvuf elqsjpsup!b!nt t -!x f !x bjwf !boz!sghi upgsf dpwf sz!x f !n bz!i bwf !
bhbjot üt vdi !qf st polpspshboj{ bÿpolcf dbvt f !pgboz!qbzn f oux f !i bwf !n bef !voef slü jt !Dpwf shhf !Qbsu!!
Ui f !x sjuf oldpousbduf jmf !dpot jef sf e!f yf dvuf elx i f olü f !jot vsf e!t !qf sgn bodf !cf hjot !psx i f oljüjt !
t jhof e-!x i jdi f wf sli bqaf ot !gst ü!!Ui jt !x bjwf spgshi ü !t i bntopulcf !dpot usf e!up!cf !b!x bjwf slx jü !sf t qf du
up!boz!pü f slpqf sbjpot !jolx i jdi !ü f !jot vsf eli bt !op!dousbdwbrtjouf sf t ü!

U/! Mcf sbrij{ bÿpo!Dpoejÿpo!

! Ui f !gnpx joh!dpoejÿpoljt !beef e!up!Tf dÿpo!JWÑ!Dpn n f sdjbrtHf of sbrtM!bcjrjuz!Dpoejÿpot ;!

Mcf sbrij{ bÿpo!Drävt f !

! Jjx f !sf wjt f !ü jt !Dpwf shhf !Qbsu!pcspbef oldpwf shhf !x jü pvübo!beejÿpobrtqsf n jvn !di bshf -!zpvslqprjdz!x jmn
bvupn bjdbn!qspwjef !ü f !beejÿpobrtqpwf shhf !bt !pgü f !ebz!ü f !sf wjt jpoljt !f gg dÿwf !jo!ü f !t ubf !t i px oljo!ü f !n bjroh!
beef t t !pgzpvslqprjdz!!

Bntpü f slf sn t !boeldpoejÿpot !pgü jt !qprjdz!sf n bjo!vodi boh f e/!