

Fiscal Year (FY): 2022-23

Change Order #: 9

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**Change Order Routing Form**

Date 7/7/2022 Contract Contact: Alex Dalton Phone Number: 588-3566

Subject of Contract: Cumming Management Group Contract Renewal and Annual Funding through June 30, 2023

Contractor: Cumming Management Group, Inc

Change Order Amount: \$1,733,363 Total Contract Amount<sup>1</sup>: 9,331,874.50

Board Action (≥\$100,000):  Yes  No Board's Date of Approval: 7/19/22

Purchase Order #: 181938 & 235991 Flex Code: \_\_\_\_\_

Budget Code(s): 04.6570.862.529.0747.0940

Items of Special Note: \_\_\_\_\_

**PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CHANGE ORDER:**

|  | <u>Initial</u> | <u>Date</u>      |
|--|----------------|------------------|
| Contract Manager                             | <u>SL</u>      | <u>7/8/2022</u>  |
| Director                                     | <u>NA</u>      | _____            |
| Senior Director (≥ \$10,000)                 | <u>NA</u>      | _____            |
| Senior Fiscal Administrator                  | <u>AD</u>      | <u>7/8/2022</u>  |
| Chief of Facilities & Operations (≥\$10,000) | <u>MS</u>      | <u>7/11/2022</u> |

**PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED C ANGE ORDER:**

|  | <u>Initial</u> | <u>Date</u>      |
|--|----------------|------------------|
| Risk Management (Insurance Review)   | _____          | _____            |
| *Pre-audit by Finance Officer (Required)   | <u>MW</u>      | <u>7/12/2022</u> |
| Chief Business Officer (Required at \$100,000+)  | _____          | _____            |
| School Board Attorney ( <i>reviews contracts ≥ \$100,000 &amp; non- standard contracts</i> ) | _____          | _____            |

Comments: Both PO 181938 & 235991 are attached to reflect the total contract value. AD

\* "This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act." G.S. 115C-441(a).

<sup>1</sup>Total contract amount and total PO amount may differ due to ACPs awaiting roll-up into change orders, sales tax liquidation, or for other reasons.

Keying error on PO. Revised PO attached. AD

DS  
DD

DS  
PG

FIN \_\_\_\_\_





**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 DocuSign Envelope ID: 82EBE4A9-9036-42A9-AD5F-2CEF0FF6016D  
**RALEIGH, NC 27610-4145**

**PURCHASE ORDER**

**235991**

Page 1 of 2

**INVOICE TO**  
**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**ACCOUNTING DEPARTMENT**  
**111 CORNING ROAD, Suite 250**  
**CARY, NC 27518**

**PAYMENT TERMS**  
 Net 30  
**PO REVISION**  
 3

**CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.**

**TO**  
**CUMMING MANAGEMENT GROUP INC**  
**25220 HANCOCK AVE STE 440**  
**MURRIETA, CA 92562**

**SHIP TO**  
**Facilities and Operations**  
**111 Corning Road**  
**Suite 190**  
**Cary, NC 27518**

| DATE      | FOB         | FREIGHT TERMS | FOR QUESTIONS REGARDING THIS ORDER CONTACT                    |
|-----------|-------------|---------------|---|
| 27-JAN-21 | Destination | Prepaid       | Gooding, Petra, pgooding@wcpss.net<br>919-588-3456 EXT. 83456 |

**WCPSS Deliver To Only:** Facilities and Operations (DAVID NETER)

| LINE | WCPSS ITEM NO | WCPSS ACCOUNT CODE ITEM DESCRIPTION   | QTY      | UOM    | UNIT PRICE | AMOUNT |
|------|---------------|---|----------|--------|------------|--------|
| 1    |               | 04.6570.862.529.0747.0940.000<br>BALANCE REMAINING FROM PO #181938 -<br>LINE 7 - LIQUIDATED DUE TO LEGAL NAME<br>CHANGE   | 724700.5 | Dollar | 1.00       |        |
| 2    |               | 04.6570.862.529.0747.0940.000<br>ADD PROGRAM CONTROLS & SCHEDULING<br>MANAGEMENT TO THE EXISTING SCOPE OF<br>WORK - INCLUDING TWO ADDITIONAL<br>FULL-TIME CONSULTANTS FROM 2/8/2021 -<br>6/30/2021<br><br>WCPSS AS AN AGENT TO WAKE COUNTY                            | 276800   | Dollar | 1.00       |        |
| 3    |               | 04.6570.862.529.0747.0940.000<br>ADD FUNDING THROUGH 6/30/2022 - FUND<br>CUMMING MANAGEMENT GROUP INC<br>CONTRACT THROUGH 6/30/2022<br><br>BOE: 9/21/2021<br><br>ADDED 9/14/21CR PER M STRICKLAND   | 1716641  | Dollar | 1.00       |        |
| 4    |               | 04.6570.862.529.0747.0940.000<br>FINAL TWO MONTHS, JULY & AUGUST 2022,<br>APPROVED BY THE BOE ON 2/2/2021<br><br>EXTEND AND FUND THE CUMMING<br>MANAGEMENT GROUPS CONTRACT<br>THROUGH THE END OF THE FISCAL YEAR<br>2022-2023<br><br>ADDED 7/12/22CR PER M STRICKLAND | 288893   | Dollar | 1.00       |        |

\_\_\_\_\_  
**RECEIVER'S SIGNATURE** Certifying that the above  
 Goods or services has been received

\_\_\_\_\_  
 DATE

PARTIAL  FINAL

\_\_\_\_\_  
**BUDGET MANAGER'S SIGNATURE** Certifying Receipt  
 and that all regulations set forth by the Finance  
 Manual and Board Policy were followed

\_\_\_\_\_  
 DATE



**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 DocuSign Envelope ID: 82EBE4A9-9036-42A9-AD5F-2CEF0FF6016D  
**RALEIGH, NC 27610-4145**

**PURCHASE ORDER**  
**235991**  
 Page 2 of 2

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**TO**

**CUMMING MANAGEMENT GROUP INC**  
**25220 HANCOCK AVE STE 440**  
**MURRIETA, CA 92562**

**SHIP TO**

**Facilities and Operations**  
**111 Corning Road**  
**Suite 190**  
**Cary, NC 27518**

| DATE      | FOB         | FREIGHT TERMS | FOR QUESTIONS REGARDING THIS ORDER CONTACT                    |
|-----------|-------------|---------------|---|
| 27-JAN-21 | Destination | Prepaid       | Gooding, Petra, pgooding@wcpss.net<br>919-588-3456 EXT. 83456 |

**WCPSS Deliver To Only:** Facilities and Operations (DAVID NETER)

| LINE | WCPSS ITEM NO | WCPSS ACCOUNT CODE<br>ITEM DESCRIPTION  | QTY     | UOM    | UNIT PRICE | AMOUNT |
|------|---------------|---|---------|--------|------------|--------|
| 5    |               | 04.6570.862.529.0747.0940.000<br>EXTEND AND FUND THE CUMMING<br>MANAGEMENT GROUPS CONTRACT<br>THROUGH 6/30/2023 - FUNDING IS<br>ENCUMBERED ANNUALLY<br><br>ADDED 7/12/22CR PER M STRICKLAND | 1444470 | Dollar | 1.00       |        |

\_\_\_\_\_  
**RECEIVER'S SIGNATURE** Certifying that the above  
 Goods or services has been received

\_\_\_\_\_  
 DATE

PARTIAL  FINAL

\_\_\_\_\_  
**BUDGET MANAGER'S SIGNATURE** Certifying Receipt  
 and that all regulations set forth by the Finance  
 Manual and Board Policy were followed

\_\_\_\_\_  
 DATE

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**RALEIGH, NC 27610-4145**

**PURCHASE ORDER**

**235991**

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 MURRIETA, CA 92562

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|------|---------------|---|----------|--------|------------|--------------|
| 1    |               | 04.6570.862.529.0747.0940.000<br>BALANCE REMAINING FROM PO #181938 - LINE 7 - LIQUIDATED DUE TO LEGAL NAME CHANGE   | 724700.5 | Dollar | 1.00       | 724,700.50   |
| 2    |               | 04.6570.862.529.0747.0940.000<br>ADD PROGRAM CONTROLS & SCHEDULING MANAGEMENT TO THE EXISTING SCOPE OF WORK - INCLUDING TWO ADDITIONAL FULL-TIME CONSULTANTS FROM 2/8/2021 - 6/30/2021<br><br>WCPSS AS AN AGENT TO WAKE COUNTY                            | 276800   | Dollar | 1.00       | 276,800.00   |
| 3    |               | 04.6570.862.529.0747.0940.000<br>ADD FUNDING THROUGH 6/30/2022 - FUND CUMMING MANAGEMENT GROUP INC CONTRACT THROUGH 6/30/2022<br><br>BOE: 9/21/2021<br><br>ADDED 9/14/21CR PER M STRICKLAND   | 1716641  | Dollar | 1.00       | 1,716,641.00 |
| 4    |               | 04.6570.862.529.0747.0940.000<br>FINAL TWO MONTHS, JULY & AUGUST 2022, APPROVED BY THE BOE ON 2/2/2021<br><br>EXTEND AND FUND THE CUMMING MANAGEMENT GROUPS CONTRACT THROUGH THE END OF THE FISCAL YEAR 2022-2023<br><br>ADDED 7/12/22CR PER M STRICKLAND | 288893   | Dollar | 1.00       | 288,893.00   |

**PRE-AUDIT CERTIFICATE**

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \*  
 \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \*  
 \* SALES TAX WHEN INVOICING. \*

*Mark B. Hamilton*  
 FINANCE OFFICER

*Debra S. Wallace*  
 SENIOR DIRECTOR OF PURCHASING

# PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
3. **PRICE INCREASES** – All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
4. **DELIVERY** – Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
5. **REJECTED MATERIALS** – Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
6. **INVOICES** – Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 111 Corning Rd, Suite 250, Cary, N.C. 27518. Phone (919) 694-0312. Email: [acctspay@wcpss.net](mailto:acctspay@wcpss.net). Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
8. **ASSIGNMENT** - This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
9. **FREIGHT** - Freight charges and cash discounts are indicated on the face of this Purchase Order.
10. **LEGAL** - It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
11. **COMPLIANCE WITH E-VERIFY** - Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
12. **COMPLIANCE WITH AFFORDABLE CARE ACT** - Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
13. **IRAN DIVESTMENT ACT** - Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.



**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 DocuSign Envelope ID: 82EBE4A9-9036-42A9-AD5F-2CEF0FF6016D  
**RALEIGH, NC 27610-4145**

**PURCHASE ORDER**

**235991**

Page 2 of 2

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**111 CORNING ROAD, Suite 250**  
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**PAYMENT TERMS**  
 Net 30  
**PO REVISION**  
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 CUMMING MANAGEMENT GROUP INC  
 25220 HANCOCK AVE STE 440  
 MURRIETA, CA 92562

**SHIP TO**  
 Facilities and Operations  
 111 Corning Road  
 Suite 190  
 Cary, NC 27518

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| LINE              | WCPSS ITEM NO | WCPSS ACCOUNT CODE<br>ITEM DESCRIPTION  | QTY     | UOM    | UNIT PRICE | AMOUNT              |
|-------------------|---------------|---|---------|--------|------------|---------------------|
| 5                 |               | 04.6570.862.529.0747.0940.000<br>EXTEND AND FUND THE CUMMING<br>MANAGEMENT GROUPS CONTRACT<br>THROUGH 6/30/2023 - FUNDING IS<br>ENCUMBERED ANNUALLY<br><br>ADDED 7/12/22CR PER M STRICKLAND | 1444470 | Dollar | 1.00       | 1,444,470.00        |
| <b>Net Total:</b> |               |   |         |        |            | <b>4,451,504.50</b> |

**PRE-AUDIT CERTIFICATE**

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER  
 REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

*Mark B. Hamilton*  
 FINANCE OFFICER


\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \*  
 \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \*  
 \* SALES TAX WHEN INVOICING. \*

*Debra S. Wallace*  
 SENIOR DIRECTOR OF PURCHASING

# PURCHASE ORDER TERMS AND CONDITIONS

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2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
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7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
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12. **COMPLIANCE WITH AFFORDABLE CARE ACT** - Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
13. **IRAN DIVESTMENT ACT** - Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.



**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 1551 ROCK QUARRY ROAD  
 RALEIGH, NC 27610-4145

**PURCHASE ORDER**

**181938**

Page 1 of 2

**INVOICE TO**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**ACCOUNTING DEPARTMENT**  
 111 CORNING ROAD, Suite 250  
 CARY, NC 27518

**PAYMENT TERMS**  
 Net 30

**PO REVISION**  
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**TO**

CUMMING MANAGEMENT GROUP INC  
 720 LADY STREET  
 COLUMBIA, SC 29201

**SHIP TO**

Facilities Design and Construction  
 111 Corning Road  
 CR111 - Suite 190  
 Cary, NC 27518

| DATE      | FOB         | FREIGHT TERMS | FOR QUESTIONS REGARDING THIS ORDER CONTACT                |
|-----------|-------------|---------------|---|
| 07-DEC-15 | Destination | Prepaid       | Adams, Kris, kwadams@wcpss.net<br>919-588-3457 EXT. 83457 |

**WCPSS Deliver To Only:** Facilities Design and Construction - 940 (JOE DESORMEAUX)

| LINE | WCPSS ITEM NO | WCPSS ACCOUNT CODE<br>ITEM DESCRIPTION  | QTY    | UOM    | UNIT PRICE | AMOUNT |
|------|---------------|---|--------|--------|------------|--------|
| 1    |               | 04.6570.861.529.0747.0940.000<br>PROGRAM MANAGEMENT (CIP 2013) (861-747)<br>- CONSTRUCTION MANAGEMENT SERVICES<br>THRU 6-30-16. TIME & MATERIAL BASIS NOT<br>TO EXCEED<br><br>WCPSS AS AN AGENT TO WAKE COUNTY<br><br>BOE: 12-15-15 | 423000 | Dollar | 1.00       |        |
| 2    |               | 04.6570.861.529.0747.0940.000<br>PROPOSAL FEE ADJUSTMENT - INCREASE<br>\$787,350.00 PER A. FULLER - PG - 5/23/16<br><br>BOE: 6/7/16   | 787350 | Dollar | 1.00       |        |
| 3    |               | 04.6570.861.529.0747.0940.000<br>INCREASE PO FOR CONSTRUCTION<br>MANAGEMENT SERVICES THROUGH JUNE 30,<br>2018 PER CONTRACT AMENDMENT<br><br>ADDED 9-11-17CR PER J DESORMEAUX  | 846000 | Dollar | 1.00       |        |
| 4    |               | 04.6570.861.529.0747.0940.000<br>INCREASE PO FOR CONSTRUCTION MGMT<br>SERVICES THROUGH DECEMBER 31, 2018<br><br>BOE: 6/19/18<br><br>ADDED 6/11/18CR PER B CONKLIN   | 394500 | Dollar | 1.00       |        |

\_\_\_\_\_  
**RECEIVER'S SIGNATURE** Certifying that the above  
 Goods or services has been received


\_\_\_\_\_  
 DATE

PARTIAL

FINAL

\_\_\_\_\_  
**BUDGET MANAGER'S SIGNATURE** Certifying Receipt  
 and that all regulations set forth by the Finance  
 Manual and Board Policy were followed

\_\_\_\_\_  
 DATE

 **WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
 1551 ROCK QUARRY ROAD  
 RALEIGH, NC 27610-4145

**PURCHASE ORDER**  
**181938**  
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**111 CORNING ROAD, Suite 250**  
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**TO**  
**CUMMING MANAGEMENT GROUP INC**  
**720 LADY STREET**  
**COLUMBIA, SC 29201**

**SHIP TO**  
**Facilities Design and Construction**  
**111 Corning Road**  
**CRIII - Suite 190**  
**Cary, NC 27518**

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|-----------|-------------|---------------|---|
| 07-DEC-15 | Destination | Prepaid       | Adams, Kris, kwadams@wcpss.net<br>919-588-3457 EXT. 83457 |

**WCPSS Deliver To Only:** Facilities Design and Construction - 940 (JOE DESORMEAUX)

| LINE | WCPSS ITEM NO | WCPSS ACCOUNT CODE<br>ITEM DESCRIPTION  | QTY      | UOM    | UNIT PRICE | AMOUNT |
|------|---------------|---|----------|--------|------------|--------|
| 5    |               | 04.6570.862.529.0747.0940.000<br>CUMMING CONSTRUCTION RENEGOTIATION -<br>ADDITIONAL SERVICES & EXTENDED<br>FUNDING THROUGH FISCAL YEAR ENDING<br>6/30/19<br><br>BOE: 9/4/18<br><br>ADDED 8/30/18CR PER J DESORMEAUX   | 961181.5 | Dollar | 1.00       |        |
| 6    |               | 04.6570.862.529.0747.0940.000<br>CONSTRUCTION MANAGEMENT SERVICES<br>FOR THE 2019-20 FISCAL YEAR - TIME &<br>MATERIAL BASIS - NOT TO EXCEED \$1,158,336<br><br>BOE: 8/20/2019<br><br>ADDED 8/13/19CR PER D NETER  | 1158336  | Dollar | 1.00       |        |
| 7    |               | 04.6570.862.529.0747.0940.000<br>CONTRACT FUNDING FOR CONSTRUCTION<br>MANAGEMENT SERVICES FOR THE 2020-2021<br>FISCAL YEAR - NOT TO EXCEED<br><br>BOE: 9/1/20<br><br>*****<br>* This Shipment CANCELED on: 19-JUL-21<br>* Original Shipment Quantity: 1,034,703.00<br>* Quantity CANCELLED: 724,700.50<br>*****<br>ADDED 8/21/20CR PER D HAYDON | 310002.5 | Dollar | 1.00       |        |

\_\_\_\_\_  
**RECEIVER'S SIGNATURE** Certifying that the above  
 Goods or services has been received

\_\_\_\_\_  
 DATE

PARTIAL

FINAL

\_\_\_\_\_  
**BUDGET MANAGER'S SIGNATURE** Certifying Receipt  
 and that all regulations set forth by the Finance  
 Manual and Board Policy were followed

\_\_\_\_\_  
 DATE

FA1DB Wake County Public Schools

WCS Printed Purchase Order Detail Report

Report Date: 19-JUL-2021 18:16  
Page: 1 of 1

Sort By: PO Number  
 Cost Center: 0940  
 PO Number: 181938  
 Rev: 9  
 Buyer: Adams, Mr. Kris Wynne  
 Vendor: CUMMING MANAGEMENT GROUP INC  
 Vendor Site: 720LADYST OP  
 Comments: (JOE DESORMEAUX)

Creation Date: 07-DEC-15  
 Printed Date: 21-AUG-20  
 Revised Date: 19-JUL-21  
 Deliver To Location: Facilities Design and  
 Status: Approved, Closed  
 Type: Standard Purchase Order  
 On Hold:  
 Requestor: Desormeaux, Mr. Mabry Joseph Jr. (Joe)

Amount: 4,880,370.00

| Line             | Line Type                                | Category                  | Item | Rev                  | Item Description                                    | Unit                   | Unit Price       |                     |
|------------------|--|---------------------------|------|----------------------|---|------------------------|------------------|---------------------|
| Ship-To Location |  | Charge Account            |      | Quantity/Amt Ordered | Quantity/Amt Received                               | Quantity/Amt Cancelled | Quantity/Amt Due | Quantity/Amt Billed |
| 1                | Blanket                                  | SERVICES.CONTRACTED       |      |                      | PROGRAM MANAGEMENT (CIP 2013) (861-747) - CONSTRUC  | Dollar                 |                  |                     |
|                  | Facilities Design and Construction - 940 | 04.6570.861.529.0747.0940 |      |                      | 423000.00   | 423000.00              | 0.00             | 423000.00           |
| 2                | Blanket                                  | SERVICES.CONTRACTED       |      |                      | PROPOSAL FEE ADJUSTMENT - INCREASE \$787,350.00 PER | Dollar                 |                  |                     |
|                  | Facilities Design and Construction - 940 | 04.6570.861.529.0747.0940 |      |                      | 787350.00   | 787350.00              | 0.00             | 787350.00           |
| 3                | Blanket                                  | SERVICES.CONTRACTED       |      |                      | INCREASE PO FOR CONSTRUCTION MANAGEMENT SERVICES T  | Dollar                 |                  |                     |
|                  | Facilities Design and Construction - 940 | 04.6570.861.529.0747.0940 |      |                      | 846000.00   | 846000.00              | 0.00             | 846000.00           |
| 4                | Blanket                                  | SERVICES.CONTRACTED       |      |                      | INCREASE PO FOR CONSTRUCTION MGMT SERVICES THROUGH  | Dollar                 |                  |                     |
|                  | Facilities Design and Construction - 940 | 04.6570.861.529.0747.0940 |      |                      | 394500.00   | 394500.00              | 0.00             | 394500.00           |
| 5                | Blanket                                  | SERVICES.CONTRACTED       |      |                      | CUMMING CONSTRUCTION RENEGOTIATION - ADDITIONAL SE  | Dollar                 |                  |                     |
|                  | Facilities Design and Construction - 940 | 04.6570.862.529.0747.0940 |      |                      | 961181.50   | 961181.50              | 0.00             | 961181.50           |
| 6                | Blanket                                  | SERVICES.CONTRACTED       |      |                      | CONSTRUCTION MANAGEMENT SERVICES FOR THE 2019-20 F  | Dollar                 |                  |                     |
|                  | Facilities Design and Construction - 940 | 04.6570.862.529.0747.0940 |      |                      | 1158336.00  | 1158336.00             | 0.00             | 1158336.00          |
| 7                | Blanket                                  | SERVICES.CONTRACTED       |      |                      | CONTRACT FUNDING FOR CONSTRUCTION MANAGEMENT SERVI  | Dollar                 |                  |                     |
|                  | Facilities Design and Construction - 940 | 04.6570.862.529.0747.0940 |      |                      | 1034703.00  | 310002.50              | 724700.50        | 310002.50           |

## PURCHASE ORDER AMENDMENT

VENDOR NAME: **CUMMING MANAGEMENT GROUP**

PO NUMBER: **235991**

DATE: **7/7/2022**

| LINE # | FROM (OLD) |       | TO (NEW) |             | BUDGET CODE               | AMOUNT OF CHANGE |
|--------|------------|-------|----------|-------------|---------------------------|------------------|
|        | QTY        | PRICE | QTY      | PRICE       |                           |                  |
| 4      |            |       |          | \$288,893   | 04.6570.862.529.0747.0940 | \$288,893        |
| 5      |            |       |          | \$1,444,470 | 04.6570.862.529.0747.0940 | \$1,444,470      |
|        |            |       |          |             |                           |                  |
|        |            |       |          |             |                           |                  |
|        |            |       |          |             |                           |                  |
|        |            |       |          |             |                           |                  |


**REASON, DESCRIPTION, OTHER CHANGES:**

Extend and fund the Cumming Management Group’s contract through the end of the fiscal year 2022-23 for \$1,733,363, bringing the total contract value to \$9,331,874.50. Line 4 is the final two months, July and August 2022, approved by the BOE on 2/2/2021. Line 5 extends and funds the contract to 6/30/23. Funding is encumbered annually.

**BUDGET MANAGER NAME (PRINTED)** Mark Strickland

**BUDGET MANAGER’S SIGNATURE APPROVING AMENDMENT**

Budget Manager’s Signature Approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed

DocuSigned by:  
  
 7/11/2022  
AA42A2C8DD7741B...

|                                |  |
|--------------------------------|--|
| PURCHASING DEPARTMENT USE ONLY |  |
| EP PURCHASE ORDER              | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| SEND CHANGE ORDER TO VENDOR    | <input type="checkbox"/> YES <input type="checkbox"/> NO |



**CHANGE ORDER**

Owner: Wake County Public School System  
111 Corning Road, Suite 190  
Cary, North Carolina 27518

Contractor: Cumming Management Group, Inc.  
25220 Hancock Avenue, Suite 440  
Murrieta, California 92562

Project: **Construction Management Group**

Project No: PO#181938 & PO#235991

Contract Date: December 15, 2015

Change Order No: 9

The Contract is changed as follows: This change order adds \$1,444,470 for September 1, 2022, to June 30, 2023, and extends the contract end date to June 30, 2023. The monthly service rate remains the same as the fiscal year 2021-22.

Funding is being encumbered for \$288,893, for July 1, 2022, to August 31, 2022, per the amendment approved by the BOE on February 2, 2021.

NOTE: DUE TO A CHANGE IN THE LEGAL COMPANY NAME, THE ORIGINAL PURCHASE ORDER NUMBER 181938 HAD TO BE CLOSED AND LIQUIDATED. ACCORDINGLY, THE BALANCE LIQUIDATED WAS TRANSFERRED TO PURCHASE ORDER 235991 UNDER THE NEW LEGAL NAME. PURCHASE ORDER 235991 WILL BE USED THROUGH THE END OF THE CONTRACT.

\*\*\*\*\*

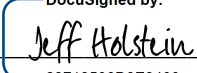
|  |                        |
|--|------------------------|
| The original Contract Sum was:   | <b>\$ 364,350</b>      |
| Net change by previously authorized Change Orders:                               | \$ 7,234,161.50        |
| The Contract Sum prior to this Change Order was:                                 | <b>\$ 7,598,511.50</b> |
| The Contract Sum will be <u>increased</u> by this Change Order in the amount of: | <u>\$ 1,733,363</u>    |
| <b>The new (Contract Sum) including this Change Order will be:</b>               | <b>\$ 9,331,874.50</b> |

\*\*\*\*\*

ACCEPTED:

**Cumming Management Group, Inc.**

**Wake County Board of Education**

By:   
DocuSigned by:  
23718506D8E3400...

By: \_\_\_\_\_

Date: 7/7/2022

Date: \_\_\_\_\_

**CONTRACT AMENDMENT #3**

This amendment is made by and between Wake County Board of Education (the “School System”), located at 5625 Dillard Drive, Cary, North Carolina 27518 and Cumming Management Group, Inc., located at 4000 West Chase Boulevard, Suite 100, Raleigh, North Carolina 27607.

The School System and Cumming Management Group, Inc., previously entered into this agreement as of December 15, 2015, and the parties desire to modify its terms in accordance with this amendment.

**Both parties agree to the terms and conditions set forth in the original agreement and the changes included below:**

1. Extend the contract end date from September 1, 2022, to June 30, 2023.
2. Cumming Management Group’s annual compensation that the annual amounts shall not exceed as follows:

September 1, 2022 – June 30, 2023: \$1,444,470 (BOE amendment 7/19/22)

**Total contract amendment: \$1,444,470**


**Total contract compensation shall not exceed \$9,331,874.50. \***

**\*Funds will be encumbered on an annual basis.**

WAKE COUNTY BOARD OF EDUCATION

CUMMING MANAGEMENT GROUP, INC.

By: \_\_\_\_\_  
BOE Chair

By:  \_\_\_\_\_  
Authorized Signature

DATE \_\_\_\_\_

DATE 7/7/2022

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).

 \_\_\_\_\_  
A6D8D05FC819464... 7/12/2022



4000 Westchase Blvd  
Suite 100  
Raleigh, NC 27607  
Phone 919-237-4100  
[ccorpusa.com](http://ccorpusa.com)

June 13, 2022

Mr. Mark Strickland  
Chief of Facilities and Operations  
Wake County Public School System  
Crossroads III  
Suite 190  
111 Corning Road  
Cary, NC 27518

Re: Wake County Public School System  
Contract for Professional Consulting Services Renewal

Dear Mr. Strickland,

Thank you for the opportunity to put our team forward for your consideration to continue to enhance the Wake County Public Schools Facilities, Design & Construction Department (FD&C). I am happy to provide the following proposal, and am confident Cumming has the experience to continue to provide the best project management services for your needs.

#### PROJECT UNDERSTANDING

The scope of this proposal includes continuing the project management services within FD&C Department that we have provided over the last four years. The existing staffing of Douglas Congdon, Jack McAleer, Nick Woodruff, and Mina Morkos are included in the proposal. In addition, the proposal includes background support from Cumming's corporate resources which include cost estimating, scheduling, market studies and analysis, and Sr. Management oversight.

#### FEE PROPOSAL

After careful evaluation, we propose the following monthly fees for years one through four:

**Year 1: September 2022 – August 2023**

Four fulltime employees outlined above with Sr. Management oversight - \$144,447/month (same as current monthly billing)

**Year 2: September 2023 – August 2024**

Four fulltime employees outlined above with Sr. Management oversight - \$148,780/month

**Year 3: September 2024 – August 2025**

Four fulltime employees outlined above with Sr. Management oversight - \$153,244/month

**Year 4: September 2025 – August 2026**

Four fulltime employees outlined above with Sr. Management oversight - \$157,841/month

---



4000 Westchase Blvd  
Suite 100  
Raleigh, NC 27607  
Phone 919-237-4100  
[ccorpusa.com](http://ccorpusa.com)

Should you wish to add additional personnel, below are our hourly rates:

|                   |                |
|-------------------|----------------|
| Project Manager   | \$155-165/hour |
| Scheduler         | \$165-170/hour |
| Director          | \$170-180/hour |
| Sr. Director      | \$200-215/hour |
| Program Executive | \$230-250/hour |
| Vice President    | \$280-300/hour |

**CONTRACT TERMS**

Fees are valid for 90 days from the date of this proposal. Should any of the above be deleted from our scope of services, we reserve the right to adjust the remaining fees to reflect possible resultant changes to the scope of the remaining service.

Invoices will be issued at the end of each calendar month and shall be based upon a fixed fee monthly billing. Each invoice will require payment within a period of 30 days from the date of the invoice.

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. If the project is suspended by the owner for more than 30 consecutive days, Cumming shall be compensated for services performed prior to written notice of such suspension. This agreement may be terminated by the owner upon not less than seven (7) days written notice to Cumming in the event that the project is permanently abandoned. If the project is abandoned by the owner for more than 90 consecutive days, Cumming may terminate this agreement by giving written notice. In the event of termination not the fault of Cumming, Cumming shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

**CONFIDENTIALITY**

Cumming agrees to maintain all Information as confidential, and not to disclose any information to any person unless specifically directed to by the Wake County Public School System.

Thank you again for the opportunity to be part of your team and we certainly look forward to working with you moving forward. I trust the above will be to your satisfaction, but should you have any questions relating to the above then please feel free to contact me anytime.

Sincerely,

Chris Whitley, CCM  
Vice President



### Sexual Offender Registry Check Certification Form

**PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE**

Project Name: WCPSS Contract: Consulting Services


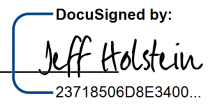
Check the appropriate box to indicate the type of check:  Initial  Supplemental  Annual

I, Chris Whitley (Name), VP (Title)

of Cumming Construction Management (Company Name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

| Contractual Personnel Names | Job Title                 |
|-----------------------------|---------------------------|
| 1. <u>Jeff Holstein</u>     | <u>Executive VP</u>       |
| 2. <u>Chris Whitley</u>     | <u>VP</u>                 |
| 3. <u>Douglas Congdon</u>   | <u>Director</u>           |
| 4. <u>Jack McAleer</u>      | <u>Associate Director</u> |
| 5. <u>Nick Woodruff</u>     | <u>PM</u>                 |
| 6. <u>Mina Morkos</u>       | <u>PM</u>                 |
| 7. _____                    | _____                     |
| 8. _____                    | _____                     |
| 9. _____                    | _____                     |
| 10. _____                   | _____                     |

I attest that the forgoing information is true and accurate to the best of my knowledge.

Chris Whitley Print Name \_\_\_\_\_  
 Signature \_\_\_\_\_  

cwhitley@cumming-group.com Email 6/22/22 Date

Fiscal Year (FY): 2021-22

Change Order #: 8

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**Change Order Routing Form**

Date 9/9/21 Contract Contact: Alex Dalton Phone Number: 588-3566

Subject of Contract: Construction Management Services for Fiscal Year 2021-22

Contractor: Cumming Management Group, Inc.

Change Order Amount: \$1,716,641 Total Contract Amount<sup>1</sup>: \$7,598,511.50

Board Action (≥\$100,000):  Yes  No Board's Date of Approval: 9/21/21

Purchase Order #: 181938 and 235991 Flex Code: \_\_\_\_\_

Budget Code(s): 04.6570.862.529.0747.0940

Items of Special Note: The BOE approved the updated contract on 2/2/21 through 8/31/22. However, funding is approved and certified annually. AD Sex Offender form has been updated. 9.13.2021

**PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CHANGE ORDER:**

|  | <u>Initial</u><br><small>DS</small> | <u>Date</u>      |
|--|-------------------------------------|------------------|
| Contract Manager                             | <u>SL</u>                           | <u>9/13/2021</u> |
| Director                                     | <u>NA</u>                           | _____            |
| Senior Director (≥ \$10,000)                 | <u>NA</u><br><small>DS</small>      | _____            |
| Senior Fiscal Administrator                  | <u>AD</u><br><small>DS</small>      | <u>9/13/2021</u> |
| Chief of Facilities & Operations (≥\$10,000) | <u>MS</u>                           | <u>9/13/2021</u> |

**PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED C ANGE ORDER:**

|   | <u>Initial</u><br><small>DS</small> | <u>Date</u>      |
|---|-------------------------------------|------------------|
| Risk Management (Insurance Review)  | <u>gcb</u><br><small>DS</small>     | <u>9/14/2021</u> |
| *Pre-audit by Finance Officer (Required)  | <u>MW</u><br><small>DS</small>      | <u>9/14/2021</u> |
| Chief Business Officer (Required at \$100,000+)                                 | <u>DN</u><br><small>DS</small>      | <u>9/15/2021</u> |
| School Board Attorney (reviews contracts ≥ \$100,000 & non- standard contracts) | <u>VRM</u>                          | <u>9/16/2021</u> |

Comments: \_\_\_\_\_

\* "This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act." G.S. 115C-441(a).

<sup>1</sup>Total contract amount and total PO amount may differ due to ACPs awaiting roll-up into change orders, sales tax liquidation, or for other reasons.

Work is acceptable via change order. Unclear who signed for vendor. Please confirm authority to execute. VRM 9.16.21



 FIN 


**CONTRACT AMENDMENT # 2**

This amendment is made by and between Wake County Board of Education (the "School System"), located at 5625 Dillard Drive, Cary, North Carolina 27518 and Cumming Construction Management, Inc., located at 4000 West Chase Boulevard, Suite 100, Raleigh, North Carolina 27607.

The School System and Cumming Construction Management, Inc., previously entered into this agreement as of December 15, 2015, and the parties desire to modify its terms in accordance with this amendment.

**Both parties agree to the terms and conditions set forth in the original agreement and the changes included below:**

1. The Parties acknowledge that Cumming Construction Management Inc. changed the legal name from Cumming Construction Management Inc. to Cumming Management Group, Inc. The parties agree that all future payments shall be issued to Cumming Management Group, Inc. The new mailing address is 25220 Hancock Avenue, Suite 440, Murrieta, CA 93552.
2. Add Program Controls and Scheduling Management to the existing scope of work including two additional full-time consultants from February 8, 2021, to August 31, 2022. Per the Cumming Proposal "Exhibit A - Contract for Professional Consulting Services Amendment" dated 12/28/20.
3. Revise section 2.1 for Cumming Construction Management's compensation that the annual amounts shall not exceed as follows:

January 1, 2016 – June 30, 2016: \$364,350 (pro-rated annual salary 5/15-6/30/2016)  
 July 1, 2016 – June 30, 2017: \$846,000  
 July 1, 2017 – June 30, 2018: \$846,000  
 July 1, 2018 – December 31, 2018: \$394,500 (pro-rated annual salary 7/18-12/31/18)  
 September 1, 2018 – June 30, 2019: \$961,181.50  
 July 1, 2019 – June 30, 2020: \$1,158,336  
 July 1, 2020 – June 30, 2021: \$1,311,503 (BOE amendment 2/2/21 \$276,800 – amount shall be pro-rated based upon the receipt of additional services)  
 July 1, 2021 – June 30, 2022: \$1,716,641 (BOE amendment 2/2/21 \$672,625)  
 July 1, 2022 – August 31, 2022: \$288,893 (BOE amendment 2/2/21 \$114,041)

**Total contract amendment: \$1,063,466**

**Total revised contract compensation shall not exceed \$7,887,404.50\***

**\*Funds will be encumbered on an annual basis.**

WAKE COUNTY BOARD OF EDUCATION

By:   
Keith Sutton, Board Chair

Date: 2/16/21

CUMMING MANAGEMENT GROUP, INC.

DocuSigned by:  
By:   
Authorized Signature

Date: 2/5/2021



INSURED: Cumming Management Group, Inc.

POLICY #: 6056835935

POLICY PERIOD: 12/31/2021

TO 12/31/2022



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. unless paragraph B. below applies,
    1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
    2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
      - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
      - b. this **coverage part** provides such coverage.
  - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
    1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
    2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.



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

IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

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

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

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

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

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

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

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

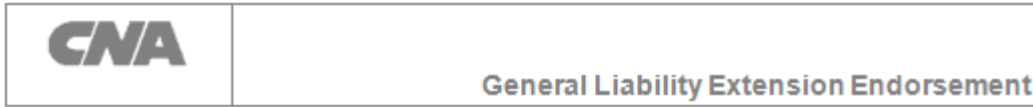
This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the **effective date** of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

INSURED: Cumming Management Group, Inc.

POLICY #: 6056835935

POLICY PERIOD: 12/31/2021

TO: 12/31/2022



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

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## General Liability Extension Endorsement

### 1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) ~~is~~ currently in effect or becomes effective during the term of this **Coverage Part**; and
  - (2) ~~was~~ executed prior to:
    - (a) ~~the~~ **bodily injury** or **property damage**; or
    - (b) ~~the~~ offense that caused the **personal and advertising injury**,  
for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
  - (2) ~~coverage~~ broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

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

#### A. Controlling Interest

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

1. ~~such~~ person or organization's financial control of a **Named Insured**; or
2. ~~premises~~ such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

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

#### B. Co-owner of Insured Premises

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

#### C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

#### D. Lessor of Equipment

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

#### E. Lessor of Land

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



## General Liability Extension Endorsement

**damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

### F. Lessor of Premises

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

### G. Mortgagee, Assignee or Receiver

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

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

### H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

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

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

The coverage granted by this paragraph does not apply to:

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

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

### I. Trade Show Event Lessor

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



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in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard**.

### J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
  - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the **Named Insured**;
  - c. any physical or chemical change in any product made intentionally by such person or organization;
  - 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 any inspections, adjustments, tests or servicing that such person or organization 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 such person or organization's premises in connection with the sale of a product;
  - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization 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. above; or
    - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** 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 Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:
  - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
  - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
  - c. if **bodily injury or property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

### K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.



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The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury, property damage, or personal and advertising injury** arising out of the rendering or failure to render any professional service;
  2. ~~for~~ **bodily injury or property damage** included within the **products-completed operations hazard**; nor
  3. ~~who~~ is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.
- 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**
- A.** The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:
- If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision ~~2~~, the additional insured's own insurance means insurance on which the additional insured is a named insured.
- B.** With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:
- Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

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

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

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

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

**A. BROAD KNOWLEDGE OF OCCURRENCE**

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

**B. NOTICE OF OCCURRENCE**

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

**5. BROAD NAMED INSURED**

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

3. Pursuant to the limitations described in Paragraph **4.** ~~below~~, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or
  - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,



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

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

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

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; or
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

### 6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

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

### 7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

#### **Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

### 8. IN REM ACTIONS

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

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## General Liability Extension Endorsement

### 9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

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

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) ~~such~~ **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) ~~the~~ **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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

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

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

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

This insurance does not apply to:

**Contractual Liability**

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

iii. ~~add~~ the following additional exclusions.

This insurance does not apply to:

**Discrimination**

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

**Dishonesty or Crime**

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

**Medicare/Medicaid Fraud**

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

**Services Excluded by Endorsement**

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

C. DEFINITIONS is amended to:

i. add the following definitions:

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

a. **professional health care services** on behalf of the **Named Insured** or



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- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

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

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

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

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

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

- iii. ~~amend~~ the definition of **Insured** to:

- a. add the following:

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

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

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

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

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

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

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

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

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

- c.** add the following:

**Insured** does not include any physician while acting in his or her capacity as such.



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

**Other Insurance**

**b. Excess Insurance**

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

### 10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

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

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

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

### 11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage To Property** exclusion and replace it with the following:

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

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

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

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

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the **Damage To Premises Rented To You** Limit) and replace it with the following:

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



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The ~~Damage To Premises Rented To You~~ Limit is \$200,000, ~~unless~~ a different ~~Damage to Premises Rented to You~~ Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph ~~b.(1)(a)(ii)~~, and replace it with the following:
- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner, or for personal property of others in the **Named Insured's** care, custody or control;
- E. This Provision ~~10.~~ does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

### 12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (~~the~~ Medical Expense Limit) and replace it with the following:
7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C - Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:
- (1) \$15,000 unless a different amount is shown here: ~~00000000000000000000~~; or
- (2) ~~the~~ amount shown in the Declarations for Medical Expense Limit.
- B. Under **COVERAGES, Coverage C – Medical Payments**, the **Insuring Agreement** is amended to replace Paragraph ~~1.a.(3)(b)~~ with the following:
- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and
- This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

### 13. NON-OWNED AIRCRAFT

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

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

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

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

### 14. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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



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### 15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:
- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

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

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) ~~the~~ **Named Insured**; or

(b) ~~any~~ **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. ~~add~~ the following exclusions:

This insurance does not apply to:

**Employment Related Discrimination**

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

**Premises Related Discrimination**

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

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

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

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

### 16. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

~~Personal and advertising injury for which the Insured has assumed liability in a contract or agreement.~~

This exclusion does not apply to liability for **damages**:

- (1) ~~that~~ the **Insured** would have in the absence of the contract or agreement; or



## General Liability Extension Endorsement

- (2) ~~assumed~~ in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
- (a) ~~liability~~ to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
  - (b) ~~such~~ attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.
- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:
- Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:
1. Paragraph 2.d. is replaced by the following:
    - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
  2. The first unnumbered paragraph beneath Paragraph 2.f., ~~(2)(b)~~ is deleted and replaced by the following:
 

So long as the above conditions are met, ~~attorneys~~ fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph ~~2~~ of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.
- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if Coverage B –**Personal and Advertising Injury Liability** is excluded by another endorsement attached to this Coverage Part.
- 17. PROPERTY DAMAGE – ELEVATORS**
- A. Under **COVERAGES**, Coverage A –**Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
  - B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:
 

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.
- 18. SUPPLEMENTARY PAYMENTS**
- The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:
- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. ~~limit~~; and



## General Liability Extension Endorsement

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. ~~limit.~~

### 19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

### 20. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



POLICYHOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

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

**Certificate Of Completion**

|  |                           |
|--|---------------------------|
| Envelope Id: 82EBE4A9903642A9AD5F2CEF0FF6016D                              | Status: Sent              |
| Subject: Please DocuSign: FDC_BOE_7/19_Cumming Management CO 9 Amendment 3 |                           |
| Source Envelope:   |                           |
| Document Pages: 43   | Signatures: 5             |
| Certificate Pages: 7   | Initials: 7               |
| AutoNav: Enabled   | Envelope Originator:      |
| Enveloped Stamping: Enabled  | Alexandra Dalton          |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)                          | 5625 Dillard Drive        |
|  | Cary, NC 27518            |
|  | adalton2@wcpss.net        |
|  | IP Address: 75.183.252.65 |

**Record Tracking**

|                                      |  |                    |
|--------------------------------------|--|--------------------|
| Status: Original                     | Holder: Alexandra Dalton               | Location: DocuSign |
| 7/7/2022 2:55:53 PM                  | adalton2@wcpss.net                     |                    |
| Security Appliance Status: Connected | Pool: StateLocal                       |                    |
| Storage Appliance Status: Connected  | Pool: Wake County Public School System | Location: DocuSign |

**Signer Events**

Jeff Holstein  
 cwhitley@ccorpusa.com  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 23718506D8E3400...

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 Signed: 7/7/2022 4:32:33 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 206.74.216.247

**Electronic Record and Signature Disclosure:**

Accepted: 7/7/2022 3:57:51 PM  
 ID: fd49098d-44fb-4780-8c57-aa6414bfef7b

Scott Lowder  
 slowder@wcpss.net  
 Senior Administrator - Contract Manager  
 Wake County Public School System  
 Security Level: Email, Account Authentication (None)



Sent: 7/7/2022 4:32:39 PM  
 Viewed: 7/8/2022 7:07:52 AM  
 Signed: 7/8/2022 8:11:56 AM

Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**

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Alexandra Dalton  
 adalton2@wcpss.net  
 Senior Fiscal Administrator  
 Wake County Public School System  
 Security Level: Email, Account Authentication (None)



Sent: 7/8/2022 8:12:00 AM  
 Viewed: 7/8/2022 10:05:22 AM  
 Signed: 7/8/2022 10:06:21 AM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 152.26.89.249

**Electronic Record and Signature Disclosure:**

Accepted: 7/30/2020 3:21:14 PM  
 ID: ef8bd540-9d2d-488c-8bdc-1cf39a7b9d9a

Mark Strickland  
 mrstrickland@wcpss.net  
 Chief Facilities and Operations Officer  
 Wake County Public Schools  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 AA42A2C8DD7741B...

Sent: 7/8/2022 10:06:26 AM  
 Resent: 7/11/2022 12:05:17 PM  
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 Signed: 7/11/2022 12:20:27 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 152.26.89.245

**Electronic Record and Signature Disclosure:**

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| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Cecil Bell  
gbell@wcpss.net  
Risk Management Sr. Director  
Wake County Public School System  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Goldenrod - Alex Dalton  
adalton2@wcpss.net  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/30/2020 3:21:14 PM  
ID: ef8bd540-9d2d-488c-8bdc-1cf39a7b9d9a

Goldenrod - Mark Strickland  
mrstrickland@wcpss.net  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Finance E-File  
Contracts@wcpss.net  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

In Person Signing Host:  
Laurie Mirabile  
lmirabile@wcpss.net  
In Person Signer:  
Lindsay Mahaffey  
Security Level: In Person  
**Electronic Record and Signature Disclosure:**  
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| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
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| Agent Delivery Events | Status | Timestamp |
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Diana Hasegawa-Brown  
DBrown@tharringtonsmith.com  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events  | Status  | Timestamp  |
|---|---|--|
| <p>Katherine Trahan<br/> ktrahan@wcpss.net<br/> Secretary (Senior Director), Data &amp; Accountability<br/> Wake County Public School System<br/> Security Level: Email, Account Authentication<br/> (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div> | <p>Sent: 7/7/2022 3:34:42 PM<br/> Viewed: 7/7/2022 4:28:26 PM</p>  |
| <p>Danielle Darling<br/> ddarling@wcpss.net<br/> Wake County Public School System<br/> Security Level: Email, Account Authentication<br/> (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>  | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div> | <p>Sent: 7/7/2022 3:34:42 PM</p>                                   |
| <p>Carrie Johnson-Dobbs<br/> cjohnsondobbs@wcpss.net<br/> Processing Technician<br/> Wake County Public School System<br/> Security Level: Email, Account Authentication<br/> (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>                        | <div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div> | <p>Sent: 7/7/2022 3:34:43 PM<br/> Viewed: 7/8/2022 10:59:58 AM</p> |
| <p>Chris Whitley<br/> cwhitley@ccorpusa.com<br/> Security Level: Email, Account Authentication<br/> (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Accepted: 7/7/2022 3:57:51 PM<br/> ID: fd49098d-44fb-4780-8c57-aa6414bfef7b</p>   |   |  |
| Witness Events  | Signature   | Timestamp  |
| Notary Events   | Signature   | Timestamp  |
| Envelope Summary Events   | Status  | Timestamps   |
| Envelope Sent   | Hashed/Encrypted  | 7/7/2022 3:34:43 PM  |
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### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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### **How to contact Wake County Public School System:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tposey@wcpss.net](mailto:tposey@wcpss.net)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tposey@wcpss.net](mailto:tposey@wcpss.net) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to [tposey@wcpss.net](mailto:tposey@wcpss.net) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Wake County Public School System as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wake County Public School System during the course of your relationship with Wake County Public School System.