



Project Manual

CINERGY ENTERTAINMENT CENTER
Amarillo, TX
ARA007

Issue for Bid:
05.24.2017

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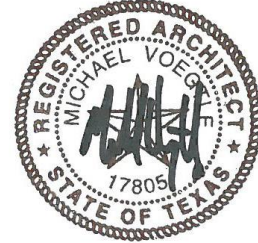


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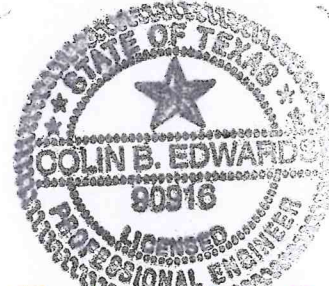
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Colin B. Edwards
5/24/2017

Cinergy Amarillo
Delta 1, Bid Issue: 05.24.2017

ENVIRODESIGN, INC.
Texas PE Firm Number F-5847
AUSTIN, TEXAS
MEP ENGINEER

MEP RESPONSIBILITY
SPEC. SECTIONS:

- Section 15000 Mechanical General Conditions
- Section 15034 HVAC Testing and Balancing
- Section 15300 Fire Protection
- Section 15400 Plumbing
- Section 15500 Heating, Venting and Air Conditioning
- Section 16000 General Conditions for Electrical Work
- Section 16050 Basic Electrical Materials and Methods
- Section 16400 Auxiliary Electrical Systems

STAMP/SEAL BELOW:



5/24/17

The following sections were prepared by the Civil Engineer:

MAVERICK ENGINEERING

DIVISION 31 – EARTHWORK

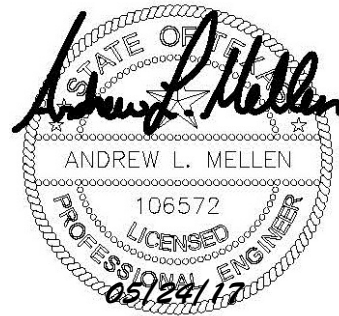
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DIVISION 33 – UTILITIES

- 33 10 00 Water Distribution
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END OF CIVIL ENGINEER SECTIONS

SECTION 002113

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 ARCHITECT

RICK WALKER
5G STUDIO COLLABORATIVE
800 JACKSON AVENUE, SUITE 500
DALLAS, TEXAS 75202
TEL. (214) 646-1508
ATTN: IAN MEANS
EMAIL: IANMEANS@5GSTUDIO.COM

1.2 BIDS

- A. Bids to be considered must be made in accordance with the instructions contained herein.
- B. Bids shall be submitted to the Owner and the Architect simultaneously, on forms as supplied in the project manual. The working of the bid form shall not be changed or supplemented except in accordance with the instructions. All spaces shall be **COMPLETED ELECTRONICALLY; NO HANDWRITTEN BIDS WILL BE ACCEPTED. WHERE AMOUNTS ARE GIVEN BOTH IN WORDS AND FIGURES, THE WORDS WILL GOVERN IN THE EVENT OF CONFLICT.** Excel Spreadsheet Bid Form is responsibility of Contractor to verify all numbers have been inputted correctly and all calculations on the form are correct prior to submitting Proposal. If bidder is a corporation, the bid shall bear the legal name of the corporation and the corporation seal. The bid shall be signed by an officer authorized to bind the corporation to a contract and the signature shall be attested to by another officer of the corporation.
- C. Refer all questions of interpreting drawings, specifications and bidding procedure to the Architect and Owner. Answers will be issued to all bidders.
- D. All bidders' questions will be responded to each Monday afternoon.

1.3 DOCUMENTS

- A. Selected General Contractors will receive one set of reproducible plans and specifications from the Architect. Each contractor will be responsible for furnishing copies of the Documents to subcontractors. Documents will not be issued by the Architect directly to subcontractors. No partial sets will be issued.
- B. Documents issued by the architect will be available on www.box.net. Instructions on using Box.net are included at the end of this section. Owner requires Contractor to sign NDA prior to receiving Documents; it is the Contractors responsibility and decision regarding NDA for subcontractors, all Documents are CONFIDENTIAL.

1.4 EXAMINATION OF SITE AND DOCUMENTS

- A. Upon submitting a bid, it is presumed that the bidder has visited the site of the Work, has acquainted himself with the conditions as they exist, has thoroughly examined the Drawings and Specifications prepared by the Architect, Civil, Structural & MEP Engineers along with the GeoTech Report, including other parts of the proposed Contract Documents and fully understands the conditions, difficulties and restrictions attending the execution of the Work. It is understood that omissions from the bid due to the failure of the bidder to fully acquaint himself with the site conditions and the requirements of the Documents will not entitle the bidder to additional consideration or compensation if awarded the contract. Investigation and visitation of the site is mandatory.

1.5 INTERPRETATION OF DOCUMENTS

- A. Interpretation of the meaning of the bidding requirements, or of the proposed contract documents will be valid only if issued in writing by the Architect as Addenda. Each addendum will be numbered and dated and issued to all prospective bidders of record at the time of issuance.
- B. The interpretations made other than by such addenda will not be binding upon the Owner or the Architect.
- C. Each bidder submitting a bid must acknowledge receipt of Addenda received in the blanks provided for this purpose on the bid form.
- D. Should a bidder find discrepancies in, or omissions from the documents, or should he be in doubt as to the meaning of any requirements on the documents, he shall at once notify the Architect/Owner in writing. Conflicting requirements brought to the Architect's/Owners attention, but in no event later than three days prior to the date for receiving bids.

1.6 SUBCONTRACTORS

- A. Cinergy reserves the right to approve all subcontractors prior to awarding the Agreement. Bid Documents must include a list of subs and their trade.
- B. The following companies have been recommended and/or reached out to Williams Group or Cinergy Entertainment in regards to the Amarillo project:
 - 1. AMPTX ELECTRIC, contact is Vince Moore at 915-539-9929, vincemoore@amptxelectric.com
 - 2. RHYNEHART ROOFING, contact is Chris Rynehart at 806-679-5857
 - 3. SIGNATURE STEEL, contact is Noah Williams at 806-681-0077, noah@williamsgroup.com
- C. The following subcontractors are to be **excluded** from the bid process and/or signing if you are awarded the Agreement:
 - 1. FIREHAWK SAFETY SYSTEMS in Amarillo TX
 - 2. YATES FLOORING in Lubbock or Midland TX

1.7 SUBMISSION OF BIDS

- A. Bid breakdown will be received, via email, at the offices of the Owner and Architect until 12:00 o'clock PM CST on Wednesday, June 21, 2017. Lump sum must agree with total of bid breakdown. Hard copies shall be mailed overnight to the Owner attention.
- B. Bid Breakdown must also contain take offs for the following flooring items that Cinergy will be purchasing to enable us to have a full overall cost of the project. Take Offs are required to be broken down by each Mark (do not lump any of these together): CP1, RT1, RT2, RT4, RT5, RT6 and RT7.
- C. Please include the following information in your submittal for this project:
 - 1. Basic information about your company: name, address, principal office, contact person, phone numbers, type of business (corporation, partnership, sole proprietorship, etc.) and number of years company has been in business under this name.
 - 2. Background of company including list of similar project types with Project Name, Owner, Architect and when project was done.
 - 3. Experience of firm individuals who will likely be involved on this project.
 - 4. Minimum of five references of previous clients and/or architects with whom the firm has worked (Theatre &/or FEC preferred).
 - 5. The contractor further agrees if awarded the contract that he will commence the work and will complete the project in an 11 month schedule once the notice to proceed has been given.
 - 6. Accompanying herewith is a certificate of insurance documenting coverage per Section 007300
 - 7. Annual audited Financial Statements for the prior two years.

1.8 CONTRACTOR'S PROPOSED ALTERNATES

- A. The drawings and specifications indicate the type of materials, equipment and systems intended and the Base Bid shall reflect only the cost of such items.
- B. Should the bidder elect to propose alternates, the bidder shall identify the proposed alternate and state the additive or deductive costs on sheets attached to the Bid Form. All proposed alternates shall be fully documented and supporting information shall be furnished with the Bid Form.
- C. Should the Owner decide to accept any of such proposed alternates, the written contract or agreement will be so drawn as to include and define such accepted alternate, after which no alternates will be permitted without formal Change Order.

1.9 CONTRACTORS PROPOSED VE SUGGESTIONS

- A. Should the bidder elect to propose VE Suggestions, the bidder shall identify the proposed VE in detail and the actual cost of VE item(s) and state the deductive cost on sheets attached to the Bid Form. All VE Suggestions shall be fully documented and supporting information furnished with the Bid Form.
- B. Should the Owner decide to accept any of such proposed VE Suggestions, the written contract or agreement will be so drawn as to include and define such accepted VE Suggestions, after which no alternates will be permitted without formal Change Order.

1.10 SUBSTITUTIONS

- A. In specifying materials, three general procedures are used. The three classifications are as follows:
 - Group 1:
Materials or equipment specified by naming one or more acceptable product or the statement, "Substitutions Not Permitted." When material or equipment is specified by one or more brand names, the Contractor shall base his proposal on the cost of the brand name, or of one of the brand names listed. No substitutions for that item will be considered during the bidding period, but the Architect may, after the Contractor has been selected, accept a substitution at his discretion on the basis of further consideration of all factors, including a different cost to the Owner, if any.
 - Group 2:
When the material or equipment allows for substitutions after a brand name or with other identifying information, it is intended that the brand name is used for the quality and performance and the Contractor may base his bid proposal on any item which is in all respects equal to that specified and presents essentially the same appearance and functional performance.
 - Group 3:
When material is specified as complying with the requirements of published "Standard Specifications" of trade associations, ASTM, government specifications, etc., the Contractor shall base his proposal on any item which can be shown to comply in all respects to the referenced "Standard Specifications".
- B. For materials or equipment in any of the above described three groups, it is the responsibility of the Contractor to furnish evidence of compliance with required standards in the form of engineering data or calculation; results of tests conducted by independent testing laboratories; experience records of the material or equipment used under conditions similar to that proposed in the project; or any other means required by the Architect to establish the fact that proposed item is equal to that specified. The furnishing of all such data will be at the expense of the Contractor and without additional cost to Owner.
- C. It is distinctly understood: (1) that the Architect will use his own judgment in determining whether or not any materials, equipment or methods offered in substitution are equal to those specified; (2) that the decision of the Architect on all such questions of equality is final; (3) that all substitutions will be made at no increase in cost to the Owner; and (4) that Contractor shall state any decrease in contract amount of any proposed substitution where applicable.

- D. Upon receipt of written approval from Architect, Contractor may proceed with substitution providing Contractor assumes full responsibility for and makes, at his own expense, any change or adjustment in construction or connection with other work that may be required by the substitution of such materials, equipment or methods. In the event of any adverse decision by the Architect, no claim of any sort shall be made or allowed against Architect or Owner.
- E. See also Section 01600 paragraph 1.06 for substitution procedures after the Contract is awarded.

1.11 AWARD OF CONTRACT

- A. Bids shall be privately opened. The Owner reserves the right to reject any and all bids and to award a contract, or contracts, in accordance with his best interests.

By signing the proposal, the contractor certifies that the subcontractors are skilled at the type of work in this project, and that he/she has personally worked with the subcontractor on similar projects or has verified the quality of their work on other similar projects. The intent of this provision is to insure that the contractor will use skilled subcontractors who perform top quality work.

1.12 ADMINISTRATION

- A. AIA Documents will be utilized for the job administration, including Owner-Contractor Agreement Form A101-2017. All forms will be provided by the Contractor. Changes to AIA A101 2017 from Owner will be submitted prior to awarding the contract. Any requested changes to A101-2017 from the General Contractor are to be submitted with the Bid Proposal.

END OF SECTION

DOCUMENT 003132

GEOTECHNICAL DATA

1.1 INVESTIGATION

- A. Geotechnical investigations were conducted at the site, the results of which can be found in the report issued by Dyess-Peterson Testing Laboratory, Inc., Report No. 5666 dated August 21, 2015.
- B. A copy of the report may be obtained from the office of the Owner.

1.2 INTERPRETATION

- A. The report is provided only for bidder's information and convenience and is not part of the Contract Documents. Owner and Architect do not warrant the accuracy or extent of the report or locations of the test borings.
- B. Opinions expressed in the report are those of the Geotechnical Engineer and represent the Geotechnical Engineer's interpretation of subsoil conditions, tests, and results of analyses that the Geotechnical Engineer has conducted.
- C. The report is based upon the assumption that uniform variation exists in soil properties between borings. Interpretation of the report is bidder's responsibility. Owner and Architect will not be responsible for interpretation of report by bidders.
- D. Bidders are urged to examine the report and the site.
- E. Additional soil borings or other exploratory operations may be made by bidders at no additional cost to Owner, provided such operations are approved by Owner in advance.
- F. Refer to Conditions of the Contract for additional information.

END OF DOCUMENT

SECTION 004100

BID FORM

FROM: _____ (Hereinafter called "Bidder")

5G STUDIO COLLABORATIVE--Architect

FOR: CINERGY ENTERTAINMENT
Amarillo, TX

TO:

The undersigned, having visited the site of the Work and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the proposed Contract Documents as prepared by the Architects, and duly issued Addenda to said Documents, as acknowledged herein, and has considered the availability of labor and materials. Bidder proposes and agrees to provide all things as required by said Documents and addenda, and be able to provide and furnish any and all labor, materials, supervision, necessary tools, equipment and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work, required for the project, thereto for Base Bid stated below and in the detailed breakdown.

FINANCIAL STATEMENTS

Owner request that Contractor submit its current financial statement and annual audited financial statements for the previous 2 years with Bid Proposal.

CHANGES IN THE WORK

For parts of the Work not included in the Base Bid and not covered by unit prices, the undersigned agrees to charge for additional work and credit for deleted work as Contractor's overhead and profit the following percentages of the cost of said work (subcontractors shall be held to the same percentages in addition to the general contractor):

Extra Seven percent 7% Credit Five percent 5%

ADDENDUM RECEIPT

Receipt of the following Addenda to the Bidding Requirements and Contract Documents is acknowledged:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

CONTRACTOR: _____

TELEPHONE: _____

a.

BID GUARANTEE

The undersigned agrees that the Owner shall have the right to retain this bid for a period of ninety (90) days from the date of receiving bids and guarantee the amounts set forth herein to be firm for the same ninety (90) day period.

Basic Bid: (include all work except alternates and VE Suggestions)

Dollars (\$) _____)

To be completed in _____ calendar days.

Date this _____ day of _____ 2017

Accompanying herewith is a certificate of insurance documenting coverage. By signing the proposal, the Contractor certifies that the subcontractors are skilled at the type of work in this project, and that he has personally worked with the subcontractor on similar projects or has verified the quality of their work on other similar projects. The intent of this provision is to insure that the Contractor will use skilled subcontractors who perform top quality work.

BID ACCEPTANCE

If written notice of the acceptance of this bid is electronically mailed, mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of the opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (AIA Doc. A101, 2017 edition) in accordance with the Bid as accepted, and, if required, will furnish contract security in the form of Performance and Payment bonds with such surety or sureties as the Owner may approve, the bonds to be paid for by the Owner, all within 10 days (unless a longer period is agreed) from date of such written notice.

It is understood and agreed that the Owner reserves the right to award the contract to his best interest, to reject any or all bids, to waive any information in bidding, and to hold all bids for the bid guarantee period.

Signed and sealed this _____ day of _____, 20____.

Business Name

Business Address

Telephone

By: _____
Printed Name of Signer

Signature

Title (SEAL) ATTEST (if a Corporation)

Title

END OF SECTION

DOCUMENT 007200

GENERAL CONDITIONS

1.1 SUMMARY

- A. Related Documents:
 - 1. Document 007300 - Supplementary Conditions.
 - 2. Division 01 - General Requirements.

1.2 DOCUMENT

- A. American Institute of Architects (AIA) Document A201-2007, General Conditions of the Contract for Construction, forms a part of this Contract and by reference is incorporated herein as fully as if repeated at length.

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

- A. Related Documents:
 - 1. Document 007200 - General Conditions.
 - 2. Division 01 - General Requirements.

1.2 GENERAL

- A. The following supplements modify, delete from, or add to the General Conditions referenced above.
- B. Where provisions of the General Conditions are modified, unaltered provisions remain in effect.

1.3 SUPPLEMENTS

- A. Article 1 - General Provisions:
 - 1. Add Subparagraph 1.1.9:
 - 1.1.9 The term "product" includes materials, systems, and equipment.
 - 2. Add Subparagraph 1.1.10:
 - 1.1.10 The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, erection, placement or similar requirements.
 - 3. Add Subparagraph 1.1.11:
 - 1.1.11 The term "install" means to unload, unpack, assemble, erect, place, finish, protect, adjust, and clean, or similar requirements.
 - 4. Add Subparagraph 1.1.12:
 - 1.1.12 The term "provide" means to furnish and install.
- B. Article 10 - Protection of Persons and Property:
 - 1. Add Paragraph 10.3.7:
 - 10.3.7 The Contractor shall not knowingly use any materials containing asbestos or other known hazardous materials in the Work.
- C. Article 9 - Payments and Completion:
 - 1. Add Subparagraph 9.6.8:
 - 9.6.8 Until final payment, the Owner will retain 10 percent of the amount due the Contractor on account of progress payments.
- D. Article 10 - Protection of Persons and Property:
 - 1. Add Paragraph 10.3.7:
 - 10.3.7 The Contractor shall not knowingly use any materials containing asbestos or other known hazardous materials in the Work.

E. Article 11 - Insurance and Bonds:

1. In Subparagraph 11.1.1, following the word "located", add "and against whom the Owner has no reasonable objection."
2. Add the following to the end of Subparagraph 11.1.3: "The form of the Certificate of Insurance shall be acceptable to the Owner."
3. Add Subparagraph 11.1.5:

11.1.5 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises-Operations including X, C and U coverages as applicable.
- .2 Independent Contractors' Protective.
- .3 Products and Completed Operations.
- .4 Personal Injury Liability with Employment Exclusion deleted.
- .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
- .6 Owned, non owned and hired motor vehicles.
- .7 Broad Form Property Damage including Completed Operations."

4. Add Subparagraph 11.1.6:

11.1.6 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits or those required by law, whichever is greater and shall include the following coverages as a minimum:

- .1 Worker's Compensation:
 - (a) State: Statutory.
 - (b) Applicable Federal: Statutory.
 - (c) Employer's Liability: \$500,000 per accident; \$500,000 per disease, Policy Limit; \$500,000 per disease, each employee.
- .2 Comprehensive or Commercial General Liability including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage:
 - (a) Bodily Injury: \$1,000,000 each occurrence; \$2,000,000 aggregate.
 - (b) Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate.
 - (c) Products and Completed Operations shall be maintained for 1 year 2 years after final payment. Provide evidence of coverage on annual basis.
 - (d) Property Damage Liability: Include X, C and U coverage.
 - (e) Broad Form Property Damage shall include Completed Operations.
- .3 Contractual Liability:
 - (a) Bodily Injury: \$1,000,000 each occurrence; \$2,000,000 aggregate.
 - (b) Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate.
- .4 Personal Injury, with Employment Exclusion deleted: \$1,000,000 aggregate.
- .5 If General Liability coverages are provided by a Commercial Liability policy, the:
 - (a) General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this policy only.
 - (b) Fire Damage Limit shall be not less than \$300,000 on any one Fire.
 - (c) Medical Expense Limit shall be not less than \$5,000 on any one person.
- .6 Umbrella Excess Liability:
 - (a) \$2,000,000 over primary insurance.
 - (b) \$10,000 retention for self insured hazards each occurrence.

END OF DOCUMENT