



AGENDA INFORMATION
TIFFIN CITY COUNCIL COMMUNICATION

DATE: January 16, 2026

AGENDA ITEM: Consideration of Pay Application #8 – Miron Construction, Recreation Center

ACTION: Motion

Purpose

The purpose of this agenda item is to request Council approval of Pay Application No. 8 submitted by Miron Construction Co., Inc. for work completed on the Tiffin Community Recreation Center through the pay period ending December 31, 2025.

Background

Miron Construction, the Construction Manager/General Contractor for the Recreation Center, has submitted Pay Application No. 8, dated **January 5, 2026**.

The application includes detailed AIA G702/G703 documentation, continuation sheets, subcontractor invoices, and insurance certificates.

The pay application summarizes all work completed to date and calculates the payment due for this period after retainage.

Fiscal Impact

The current pay request totals \$201,739.63, funded through the Recreation Center capital project budget and consistent with the approved contract and change order authorizations. The City has verified budget adequacy for the payment.

Recommendation

Staff recommends that the City Council approve Pay Application No. 8 to Miron Construction Co., Inc. in the amount of \$201,739.63 for work completed on the Tiffin Community Recreation Center through December 31, 2025.

Attachments Pay Application

Page: 1 of 4

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐

☐

CONTRACT DATE : 11/19/2024

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Miron Construction Co., Inc.

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8

APPLICATION DATE: 01/05/2026

INVOICE NO.:

PERIOD TO: 12/31/2025

250120-0008

PROJECT NO: 250120

A	B	C			D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
005	General Conditions	503,136.00	0.00	503,136.00	172,953.00	31,446.00	0.00	204,399.00	41	298,737.00	10,219.95
010	General Requirements	206,878.00	0.00	206,878.00	34,074.49	11,828.53	0.00	45,903.02	22	160,974.98	2,295.18
015	Construction Manager Contingency	567,585.00	-115,166.86	452,418.14	0.00	0.00	0.00	0.00	0	452,418.14	0.00
016	Owner Contingency	0.00	225,451.17	225,451.17	0.00	0.00	0.00	0.00	0	225,451.17	0.00
020	Construction Fee	500,822.00	-42,001.00	458,821.00	331,942.22	36,179.06	0.00	368,121.28	80	90,699.72	18,406.02
025	Preconstruction Services	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	500.00
030	Railroad Insurance	5,050.00	0.00	5,050.00	5,050.00	0.00	0.00	5,050.00	100	0.00	252.50
035	Cast In Place Concrete	813,985.00	87,869.92	901,854.92	395,835.89	42,285.05	0.00	438,120.94	49	463,733.98	21,906.05
040	Masonry	344,553.00	-167,058.00	177,495.00	31,927.53	87,992.47	0.00	119,920.00	68	57,575.00	5,996.00
045	Steel Fabrication and Erection	987,710.00	97,290.00	1,085,000.00	39,056.00	97,573.01	0.00	136,629.01	13	948,370.99	6,831.46
050	General Trades	327,150.00	71,718.84	398,868.84	5,076.97	0.00	0.00	5,076.97	1	393,791.87	253.85
055	Rolling Doors and Shutters	6,890.00	1,870.00	8,760.00	0.00	0.00	0.00	0.00	0	8,760.00	0.00
060	Alum Windows, Entrances, Glass/Glazing	611,932.00	-222,632.00	389,300.00	0.00	0.00	0.00	0.00	0	389,300.00	0.00
065	Gypsum Board Systems	320,909.00	-107,219.00	213,690.00	0.00	0.00	0.00	0.00	0	213,690.00	0.00
070	Tile	13,129.00	2,934.00	16,063.00	0.00	0.00	0.00	0.00	0	16,063.00	0.00
075	Suspended Acoustical Ceiling and Panels	117,427.00	-27,246.00	90,181.00	0.00	0.00	0.00	0.00	0	90,181.00	0.00
080	Resilient Athletic Flooring	269,255.00	-42,255.00	227,000.00	0.00	0.00	0.00	0.00	0	227,000.00	0.00
085	Wood Athletic Flooring	240,000.00	-40,307.00	199,693.00	9,985.00	0.00	0.00	9,985.00	5	189,708.00	499.25
090	Resilient Flooring, Base and Carpet	67,829.00	-46,219.00	21,610.00	0.00	0.00	0.00	0.00	0	21,610.00	0.00
095	Painting and Wall Covering	161,504.00	-72,450.50	89,053.50	0.00	0.00	0.00	0.00	0	89,053.50	0.00
100	Building Signage	80,097.00	5,403.00	85,500.00	0.00	0.00	0.00	0.00	0	85,500.00	0.00
105	Athletic Equipment	300,600.00	12,745.00	313,345.00	15,667.00	0.00	0.00	15,667.00	5	297,678.00	783.35

Miron Construction Co., Inc.

CONTINUATION SHEET AIA DOCUMENT G703

Page: 3

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8

APPLICATION DATE: 01/05/2026

INVOICE NO.:

PERIOD TO: 12/31/2025

250120-0008

PROJECT NO: 250120

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
110	Metal Building Systems	1,997,300.00	24,775.83	2,022,075.83	1,315,457.80	331,706.45	0.00	1,647,164.25	81	374,911.58	82,358.21
115	Elevators	122,000.00	0.00	122,000.00	0.00	0.00	0.00	0.00	0	122,000.00	0.00
120	Fire Suppression	204,120.00	-46,930.90	157,189.10	0.00	0.00	0.00	0.00	0	157,189.10	0.00
125	Plumbing	383,200.00	-61,603.00	321,597.00	41,925.00	13,631.00	0.00	55,556.00	17	266,041.00	2,777.80
130	HVAC	935,847.00	-215,897.00	719,950.00	9,775.00	2,580.00	14,650.00	27,005.00	4	692,945.00	1,350.25
135	Electrical	823,355.00	-114,490.01	708,864.99	76,163.88	49,229.00	158,750.00	284,142.88	40	424,722.11	14,207.14
140	Earthwork	315,386.00	11,601.70	326,987.70	285,101.44	0.00	0.00	285,101.44	87	41,886.26	14,255.07
145	Aggregate Piers	135,379.00	0.00	135,379.00	135,379.00	0.00	0.00	135,379.00	100	0.00	6,768.95
150	Asphalt Paving	169,606.00	0.00	169,606.00	0.00	0.00	0.00	0.00	0	169,606.00	0.00
155	Concrete Site Work	82,800.00	0.00	82,800.00	0.00	0.00	0.00	0.00	0	82,800.00	0.00
160	Athletic Turf Surfacing	45,000.00	-5,500.00	39,500.00	0.00	0.00	0.00	0.00	0	39,500.00	0.00
165	Site Utilities	64,708.00	75,782.88	140,490.88	137,400.38	3,090.50	0.00	140,490.88	100	0.00	7,024.55
166	Landscaping	0.00	97,075.00	97,075.00	20,360.00	0.00	0.00	20,360.00	21	76,715.00	1,018.00
170	Testing & Inspections Allowance	40,000.00	0.00	40,000.00	6,801.75	10,559.50	0.00	17,361.25	43	22,638.75	868.07
175	New Utility Services Allowance	40,000.00	-14,543.95	25,456.05	2,610.12	6,085.05	0.00	8,695.17	34	16,760.88	434.76
180	Mill & Overlay N Parking Lot Allowance	101,000.00	0.00	101,000.00	0.00	0.00	0.00	0.00	0	101,000.00	0.00
185	Flood Insurance Deductible Allowance	25,000.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
190	CMU Enhancements Allowance	35,000.00	-35,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
195	Lobby Alternate Ceiling Allowance	45,000.00	-45,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
200	Data Cabling & Backbone Allowance	250,000.00	-250,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
205	Access Control Allowance	34,000.00	0.00	34,000.00	0.00	0.00	0.00	0.00	0	34,000.00	0.00
210	CCTV Allowance	45,000.00	0.00	45,000.00	0.00	0.00	0.00	0.00	0	45,000.00	0.00

Miron Construction Co., Inc.

CONTINUATION SHEET AIA DOCUMENT G703

Page: 4

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

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INVOICE NO.:

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250120-0008

PROJECT NO: 250120

A	B	C			D	E	F	G		H	I
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		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
215	Landscaping Allowance	75,000.00	-75,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
220	Unreleased Add #3 Allowance	10,000.00	-10,000.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
<i>Project Total:</i>		<i>12,435,142.00</i>	<i>-1,042,001.88</i>	<i>11,393,140.12</i>	<i>3,082,542.47</i>	<i>724,185.62</i>	<i>173,400.00</i>	<i>3,980,128.09</i>	<i>35</i>	<i>7,413,012.03</i>	<i>199,006.41</i>

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

Application and Certificate For Payment

Page 1

To Owner: Miron Constuction INC 335 French Ct SW Cedar Rapids, IA 52404 From (Contractor): Price Electric 405 N Troy Rd Robins, IA 52328 Phone: 319 393-6406	Project: Tiffin Rec Center BP2 335 French Ct SW Cedar Rapids, IA 52404 Contractor Job Number: CA-250877 Via (Architect): Contract For:	Application No: 4 Date: 12/12/2025 Period To: 12/31/25 Architect's Project No: Contract Date:
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Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	2,751.89	-7,358.01
Number Date Approved Change orders approved this month		
Totals		
Net change by change orders	-4,606.12	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this ____ day of _____,

____ (year). Notary public: _____

My commission expires _____.

Original contract sum	677,940.00
Net change by change orders	-4,606.12
Contract sum to date	673,333.88
Total completed and stored to date	284,142.88
Retainage	
3.0% of completed work	3,761.79
3.0% of stored material	4,762.50
Total retainage	8,524.29
Total earned less retainage	275,618.59
Less previous certificates of payment	73,878.96
0.000% of taxable amount	0.00
No Sales or Use Tax	
Current sales tax	0.00

Current payment due	201,739.63
Balance to finish, including retainage	397,715.29

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: Miron Constuction INC
 From (Contractor): Price Electric
 Project: Tiffin Rec Center BP2

Application No: 4 Date: 12/12/25 Period To: 12/31/25
 Contractor's Job Number: CA-250877
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
003	Demo	720.00	720.00	0.00	0.00	720.00	100.00	0.00	21.60	
005	Temp Power/Light	5,400.00	1,350.00	0.00	0.00	1,350.00	25.00	4,050.00	40.50	
010	Underground - Labor	41,000.00	24,600.00	6,150.00	0.00	30,750.00	75.00	10,250.00	922.50	
011	Boring	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00	0.00	132.00	
015	Underground - Material	20,000.00	10,000.00	4,000.00	0.00	14,000.00	70.00	6,000.00	420.00	
020	Branch Rough-in - Labor	99,000.00	0.00	14,850.00	0.00	14,850.00	15.00	84,150.00	445.50	
025	Branch Rough-in - Material	44,770.00	0.00	8,954.00	0.00	8,954.00	20.00	35,816.00	268.62	
030	Feeder Rough-in - Labor	11,250.00	5,625.00	2,250.00	0.00	7,875.00	70.00	3,375.00	236.25	
035	Feeder Rough-in - Material	15,000.00	6,750.00	3,750.00	0.00	10,500.00	70.00	4,500.00	315.00	
040	Branch Wire - Labor	19,350.00	0.00	0.00	0.00	0.00	0.00	19,350.00	0.00	
045	Branch Wire - Material	23,000.00	0.00	0.00	0.00	0.00	0.00	23,000.00	0.00	
050	Feeder Wire - Labor	6,750.00	0.00	0.00	0.00	0.00	0.00	6,750.00	0.00	
055	Feeder Wire - Material	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00	0.00	
060	Gear/Equipment - Labor	6,300.00	0.00	0.00	0.00	0.00	0.00	6,300.00	0.00	
065	Gear/Equipment - Material	45,000.00	0.00	0.00	33,750.00	33,750.00	75.00	11,250.00	1,012.50	
070	Lighting - Labor	21,600.00	0.00	0.00	0.00	0.00	0.00	21,600.00	0.00	
075	Lighting - Material	125,000.00	0.00	0.00	125,000.00	125,000.00	100.00	0.00	3,750.00	
080	Devices - Labor	4,950.00	0.00	0.00	0.00	0.00	0.00	4,950.00	0.00	
085	Devices - Material	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00	
160	Fire Alarm Cable- Labor	2,925.00	0.00	0.00	0.00	0.00	0.00	2,925.00	0.00	
161	Fire Alarm Device - Labor	2,925.00	0.00	0.00	0.00	0.00	0.00	2,925.00	0.00	
165	Fire Alarm - Material	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00	0.00	
225	Data/Comm - Material	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00	
532	Pre-Fab	22,000.00	4,400.00	3,300.00	0.00	7,700.00	35.00	14,300.00	231.00	
600	Project Management	4,500.00	1,350.00	450.00	0.00	1,800.00	40.00	2,700.00	54.00	
610	BIM Services	8,100.00	6,075.00	2,025.00	0.00	8,100.00	100.00	0.00	243.00	

Application and Certificate For Payment -- page 3

To Owner: Miron Constuction INC
From (Contractor): Price Electric
Project: Tiffin Rec Center BP2

Application No: 4
Contractor's Job Number: CA-250877
Architect's Project No:

Date: 12/12/25
Period To: 12/31/25

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
710	Mobilization	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	300.00	
900	Rental	10,000.00	3,000.00	1,000.00	0.00	4,000.00	40.00	6,000.00	120.00	
901	Submittals	5,000.00	2,500.00	2,500.00	0.00	5,000.00	100.00	0.00	150.00	
RFC-001	ASI-02 Transformer Pad	2,751.89	2,751.89	0.00	0.00	2,751.89	100.00	0.00	82.56	
RFC-002	Deduct to change to MC cable	-7,358.01	-7,358.01	0.00	0.00	-7,358.01	100.00	0.00	-220.74	
Application Total		673,333.88	76,163.88	49,229.00	158,750.00	284,142.88	42.20	389,191.00	8,524.29	



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

12/16/2025

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Arthur J. Gallagher Risk Management Services, LLC 245 South Executive Drive, Suite 200 Brookfield, WI 53005		PHONE (A/C, No, Ext): 800-345-0275	COMPANY NAME AND ADDRESS Underwriters at Lloyd's, London One Lime Street London, EC3M 7HA		NAIC NO: 32727
FAX (A/C, No): 262-792-1712		E-MAIL ADDRESS: doreen_eastman@ajg.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: AGENCY CUSTOMER ID #:		SUB CODE:		POLICY TYPE	
NAMED INSURED AND ADDRESS Consolidated Electrical Distributors, Inc. 1920 Westridge Dr Irving TX 75038-2901		LOAN NUMBER		POLICY NUMBER B1262SM0884724	
EFFECTIVE DATE 11/01/2024		EXPIRATION DATE 12/31/2025		☐ CONTINUED UNTIL TERMINATED IF CHECKED	
ADDITIONAL NAMED INSURED(S) 0985		THIS REPLACES PRIOR EVIDENCE DATED: 12/4/2025			

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

CONTACT: CONSOLIDATED ELECTRICAL DISTRIBUTORS DBA Electrical Engineering and Equipment 3220 12th St SW Cedar Rapids, IA 52404 PC 0985
See Attached...

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

COVERAGE INFORMATION		PERILS INSURED		BASIC		BROAD		☒ SPECIAL			
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$75,000,000										DED:	
		YES	NO	N/A							
☐ BUSINESS INCOME ☐ RENTAL VALUE				X	If YES, LIMIT:		Actual Loss Sustained; # of months:				
BLANKET COVERAGE				X	If YES, indicate value(s) reported on property identified above: \$						
TERRORISM COVERAGE				X	Attach Disclosure Notice / DEC						
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				X							
IS DOMESTIC TERRORISM EXCLUDED?				X							
LIMITED FUNGUS COVERAGE				X	If YES, LIMIT:		DED:				
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X							
REPLACEMENT COST		X									
AGREED VALUE				X							
COINSURANCE				X	If YES, %						
EQUIPMENT BREAKDOWN (If Applicable)				X	If YES, LIMIT:		DED:				
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg				X	If YES, LIMIT:		DED:				
- Demolition Costs				X	If YES, LIMIT:		DED:				
- Incr. Cost of Construction				X	If YES, LIMIT:		DED:				
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT:		DED:				
FLOOD (If Applicable)		X			If YES, LIMIT:		DED:				
WIND / HAIL INCL ☒ YES ☐ NO Subject to Different Provisions:		X			If YES, LIMIT: Included		DED:				
NAMED STORM INCL ☒ YES ☐ NO Subject to Different Provisions:		X			If YES, LIMIT: Included		DED:				
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X			As required by written contract						

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE			
NAME AND ADDRESS Price Electric 405 N Troy Rd Robins, IA 52328			AUTHORIZED REPRESENTATIVE Michael Burg.

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Consolidated Electrical Distributors, Inc. 1920 Westridge Dr Irving TX 75038-2901
POLICY NUMBER B1262SM0884724		
CARRIER Underwriters at Lloyd's, London	NAIC CODE 32727	EFFECTIVE DATE: 11/01/2024

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE**REMARKS:**

Certificate holder is an additional insured and loss payee as their interests may appear for up to \$75,000,000 of customer inventory, unless higher limits are specifically endorsed.

Additional Insured: Miron and City of Tiffin

LOCATION/DESCRIPTION:

Job/Project Name: Tiffin Recreation Center

Material: Lighting



PRICE
TIFFIN REC
9003181

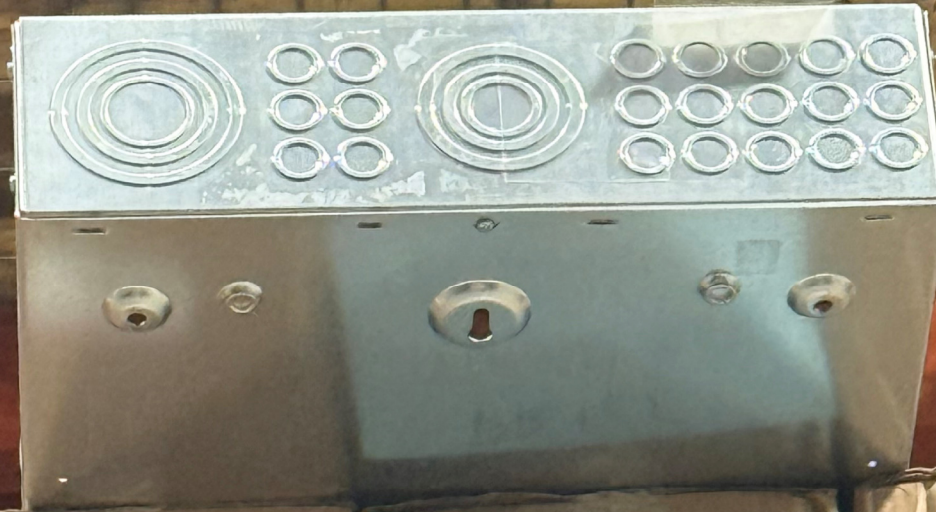
TOMMY HILF











PRICE
TIFFIN REC
8964647





PAYMENT APPLICATION

DATE: December 15, 2025

PROJECT NAME: City of Tiffin Community Recreation Center

ADDRESS: Tiffin, IA

CONTRACT FOR: FI-23.00/HVAC

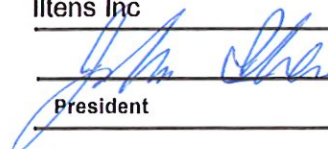
MIRON PROJECT: 250120 CONTRACT #: 250120-000025 VENDOR#: 00005737

REQUEST NUMBER: 2 PERIOD FROM: 12/01/2025 TO: 12/31/2025

INVOICE NUMBER: 63477 INVOICE DATE: 12/15/2025

ORIGINAL CONTRACT AMOUNT	\$719,950.00
APPROVED CHANGE ORDERS AS OF August 21, 2025	0
ADJUSTED CONTRACT AMOUNT	719,950.00
TOTAL COMPLETED TO DATE	27,005.00
PREVIOUS REQUESTS FOR PAYMENT	9,775.00
TOTAL EARNED THIS REQUEST	17,230.00
LESS 5% RETAINAGE	861.50
CURRENT PAYMENT DUE	16,368.50

VENDOR: Il tens Inc

SIGNED: 

TITLE: President

*** REQUESTS WILL NOT BE PROCESSED UNTIL THEY ARE SUBMITTED TO MIRON VIA E-MAIL IN A PDF FORMAT TO ACCOUNTSPAYABLE@MIRON-CONSTRUCTION.COM OR ORIGINALS ARE RECEIVED. FAX COPIES WILL NOT BE ACCEPTED.

- EACH PAYMENT APPLICATION MUST INCLUDE AN UP TO DATE SCHEDULE OF VALUES, INCLUDING SUB TIER SUPPLIER/SUBCONTRACTOR BREAKDOWN AND CURRENT PAYMENT STATUS. CHANGE ORDERS ISSUED TO DATE MUST BE REFLECTED ON THE CURRENT SCHEDULE OF VALUES.

Docusign Envelope ID: D1F128BB-90D8-49A5-A43F-5BAA224AFE13

City of Tiffin Community Recreation Center

Il tens Inc

250120-000025

12/15/2025

2

Please email completed form to: elissa.watson@miron-construction.com

SWORN STATEMENT TO OWNER AND MIRON CONSTRUCTION CO., INC.

State of Iowa

County of Linn

John Ilten (Name) being first duly sworn, under oath says that he/she is President (Title) of Ilten Inc that has a PSA dated August 21, 2025, with Miron Construction Co., Inc. for HVAC (Work Type) on the City of Tiffin Community Recreation Center Project, and that:

For the purposes of this Payment Application, certain Subcontractor and/or Supply Agents have contracted with Ilten Inc to furnish labor and/or materials on the Project. That there is due and to become due Ilten Inc and them, respectively, the amounts set forth opposite the names on the Payment Application Form for labor and/or materials as listed. That this statement and the attached Payment Application Form are full, true and complete statements of all such Subcontractor and/or Supply Agents, the amounts paid and the amounts due or to become due to Ilten Inc and each Subcontractor and/or Supply Agent listed.

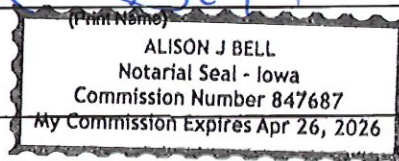
Signed: [Signature]

Subscribed and sworn to before me this 15 day of Dec, 2025.

Signed: [Signature] Notary Public

My Commission expires:

Notary Seal or Stamp:



THIS NOTARIZED FORM MUST BE ATTACHED TO EACH PAYMENT APPLICATION FORM AND RETURNED WITH ALL APPLICABLE SIGNED AND NOTARIZED LIEN WAIVERS.

FAILURE TO ABIDE BY THESE TERMS WILL RESULT IN DELAY OR REDUCTION IN REQUESTED PAYMENT.



Month of Pay Request:
December

Itens Inc Subcontractor/Supplier Contract List

Miron Project Name: City of Tiffin Community Recreation Center Miron Project #: 250120

Contract #: 250120-000025

Contract Amount: \$ 719,950.00

	Sub-tier Name	PO#	Material Description	Address	Phone #	Original Sub-tier Contract / Estimate Amount	Previous Payments	Requested Payment for this month's billing	Balance Remaining	Lien Waiver Rec'd
1	TRANE	62608	RTU'S AHU'S	1400 SE 19TH	352-7114-7233	198,120	0	12,457.86	185662.14	
2			ELECT HEAT	#100						
3	TRANE		CONTROLS	PARMES 1A	515-283-8528	190,000	0		190000.00	
4	RISTANA ASSOC	62605	R60. LOUVER	RD BOX 1907		47,500	0		47500.00	
5			DUCT SOV, EF	DES MONIES 1A						
6			DESIGN FANS							
7	PRECISION AIR	62607	AIR BALANCE	14225 WILLY AVE	515-283-7237	8800	0		8800.00	
8				WAXEE 1A	515-283-7237					
9	CHESTNUT DESIGN		Bm DRAWINGS	2504 DARIUS 1A	319-440-1651	4500	3750.00	750.00	0	3750.00
10	Labor, Misc Material, etc.									
						TOTAL: 448,920	\$ 3750.00	\$ 13207.86	\$ 431962.14	\$ 3750.00

Change Orders (at option of Miron's Project Manager)

1										
2										
3										
4										
						TOTAL:	\$	\$	\$	\$

Please email completed form to: elissa.watson@miron-construction.com

Please provide a detailed breakdown showing the amount to be paid to each sub-tier (subcontractor or supplier) on all pay requests. This information should also be identified on your Schedule of Values. In addition, we ask that you provide Lien Waivers from your sub-tiers. If for any reason lien waivers are not received and payment has not been met, Miron will hold future payments due to your company until it is confirmed that the previous pay requests have been paid out.



P.O. BOX 129 • CEDAR RAPIDS, IA 52406
SALES (319) 363-0283 • SERVICE (319) 363-8277
FAX (319) 363-3617 service@iltensinc.net

INVOICE

DATE

12/15/2025

INVOICE #

0000063477

CUST #

0004507

BILL TO:

Miron Construction
Attn: Andrew
Po Box 509
Neenah WI 54957-0509

SHIP TO:

Tiffin Comm Rec Center
City Of Tiffin
Tiffin IA

P.O. NUMBER		TERMS	SALES PERSON	
		NET 10	John	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
	HVAC per Plans and Specs			
1.00	Progressive Jobs - Equipment	14,650.00	14,650.00	
1.00	Progressive Jobs Material	680.00	680.00	
1.00	Progressive Jobs Labor	1,075.00	1,075.00	
1.00	Progressive Jobs - Subcontract	825.00	825.00	
	Progressive Billing #2			
Happy with our service? Please leave us a review on Google and like our Facebook page.				
WE APPRECIATE YOUR BUSINESS!				
TOTAL			\$17,230.00	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

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

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

PRODUCER Skogman Insurance Agency 417 1st Ave SE Cedar Rapids IA 52401	CONTACT NAME: Certificate Processing PHONE (A/C, No, Ext): 319-366-6288 FAX (A/C, No): 319-364-7157 E-MAIL ADDRESS: skogman@skogmanins.com
INSURED Ilten's Inc. 919 14th Ave SW Cedar Rapids IA 52404	INSURER(S) AFFORDING COVERAGE INSURER A: Partners Mut Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 1001002959 ILTEINC-01	NAIC # 13439

COVERAGES**CERTIFICATE NUMBER:** 121074165**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	CZ92023197	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	AZ92023197	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UZ92023197	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WZ92023197	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions			CZ92023197	1/1/2025	1/1/2026	Limit 1,000,000

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

Project: #250120 - City of Tiffin Community Recreation Center-BP#2 including miscellaneous Supply Work at the same location 105 S. Park Rd, Tiffin, IA 52340

Stored Materials at 919 14th Ave SW, Cedar Rapids, IA 52404: \$14,650

If required If required by written contract, Miron Construction Co., Inc., and Sunshine Leasing, LLP, City of Tiffin, Atura Architecture are included as a primary/non-contributory additional insured (including products & completed operations) on the General Liability and primary/non-contributory additional insured (including products & completed operations) on the Auto Liability by written contract, Miron Construction Co., Inc., and Sunshine Leasing, LLP, City of Tiffin, See Attached...

CERTIFICATE HOLDER**CANCELLATION**Miron Construction Co., Inc.
335 French Ct SW
Cedar Rapids IA 52404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Skogman Insurance Agency		NAMED INSURED Ilten's Inc. 919 14th Ave SW Cedar Rapids IA 52404
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Atura Architecture are included as a primary & non-contributory additional insured on the General Liability and the Auto Liability. If required by written contract, a Waiver of Subrogation applies on the General Liability and Auto Liability, in favor of the below listed Certificate Holder. Umbrella follows form in regard to the underlying coverages. A Third Party (30 Day) Notice of Cancellation has been endorsed in favor of the below listed certificate holder, subject to policy conditions. A Non-Waiver of Governmental Immunities has been added in favor of City of Tiffin.



THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**AUTOMATIC ADDITIONAL INSUREDS --
OWNERS, CONTRACTORS AND SUBCONTRACTORS
(ONGOING OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following provision is added to SECTION II -
WHO IS AN INSURED**

1. Any person(s) or organization(s) (referred to below as additional insured) you are required in a written contract or agreement to name as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location or project described in the contract or agreement.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

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

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional

insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4. Other Insurance**, Subparagraph **a. Primary Insurance**, is replaced by the following:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except;

- (1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons and/or organization's that require a Waiver of Subrogation on work you perform for them, subject to the following conditions:

1. The requirement is by written contract executed by you and them prior to the date of accident or loss; and
2. The written contract contains a hold harmless and indemnification provision in that person or organization's favor; and
3. We are the carrier of record providing General Liability coverage for the insured.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2024
Insured ILTEN'S INC

Policy No. WZ92023197 Endorsement No.
Premium INCL

Insurance Company

Countersigned by _____



**PARTNERS
MUTUAL INSURANCE**

An affiliate of Penn National Insurance

20935 Swenson Drive
Waukesha, Wisconsin 53186-2057

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy effective on the inception date of the policy or as of the date indicated below.

CZ92023197	01/01/2025	01/01/2026	
Policy Number	Effective	Expiring	Issued To
4		2025-08-28	(12358) Skogman Insurance
Endorsement No.	Effective		Agent
			Authorized Representative

AMENDATORY ENDORSEMENT

ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Organization:
City of Tiffin

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is-amended to add the following:
Nonwaiver of Government Immunity

The purchase of this policy and naming of the organization shown in the Schedule as an additional insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage

This policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity

The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage for Governmental Immunity

We shall not deny coverage or deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in Favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.

GA 4217 IA 05 03



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PENNPAC PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Broad Form Named Insured

The following is added to **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured**:

- d. (1)** Any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.
- (2)** Paragraph **I.d.(1)** does not apply to “accident” or “loss” with respect to which an “insured” under this policy is also an “insured” under another policy or would be an “insured” under such policy but for its termination or upon the exhaustion of its limits of insurance.
- (3)** Paragraph **I.d.(2)** does not apply to a policy written to apply specifically in excess of this policy.
- e. (1)** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
- (2)** Coverage under Paragraph **I.e.(1)** is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Coverage does not apply to an “accident” or “loss” that results from an “accident” that occurred before you acquired or formed the organization.

II. Blanket Additional Insured

Any person or organization, with whom you agree in a written contract, agreement or permit, to name as an insured for Covered Autos Liability Coverage is an

“insured,” but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II of the Coverage Form.

This insurance does not apply unless the written contract or agreement has been executed or the permit has been issued prior to the “bodily injury” or “property damage.”

This insurance does not apply to the owner or any one else from whom you hire or borrow a covered “auto.”

III. Temporary Substitute Autos – Physical Damage Coverage

The following is added to Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **Section I – Covered Autos**:

If Physical Damage Coverage is provided by this coverage form, the following types of vehicles are covered “autos” for Physical Damage Coverage:

Any “auto” you do not own while used with the permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its:

- a.** Breakdown;
- b.** Repair;
- c.** Servicing;
- d.** “Loss”; or
- e.** Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

IV. Personal Effects Coverage

The following is added to **Section III - Physical Damage Coverage**, Paragraph **A. Coverage**:

- 5.** We will pay up to \$1,000 for “loss” to wearing apparel and other personal effects which are:

- a. Owned by an “insured”; and
- b. In or on your covered “auto.”

This coverage applies only in the event of a total theft of your covered “auto.”

No deductibles apply to this coverage.

V. Towing and Labor Coverage

Section III – Physical Damage Coverage, Paragraph A.2. is deleted and replaced with the following:

- 2. We will pay \$75 plus the amount, if any, shown in the Declarations for towing and labor costs incurred each time a covered “auto” of the private passenger type or light truck type is disabled. However, the labor must be performed at the place of disablement.

We will pay up to \$250 plus the amount shown, if any, in the Declarations for towing and labor costs incurred each time a covered “auto” other than the private passenger or light truck type is disabled. However, the labor must be performed at the place of disablement.

VI. Rental Reimbursement

Section III – Physical Damage Coverage is amended by adding the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto.” Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto.” No deductibles apply to this coverage.

This coverage applies only:

- a. For those expenses incurred during the policy period beginning 24 hours after the “loss”;
- b. For necessary and actual expenses incurred;
- c. To a “loss” for which we also pay a “loss” under Physical Damage Coverage- Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
- d. If there are no spare or reserve “autos” available to you for your operations.

Our payment will be limited to the period of time reasonably required to repair or replace the covered “auto.” We will pay up to \$50 per day to a maximum of \$1,500.

If “loss” results from the total theft of a covered “auto” we will pay under this coverage only that

amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

VII. Replacement Cost Coverage – Private Passenger Autos

Section III – Physical Damage Coverage, C. Limit Of Insurance is amended by addition of the following:

- 4. Paragraph C.1.a, C.2. and C.3. do not apply to private passenger “autos” described in the Schedule, purchased new and not previously titled.

The most we will pay for any covered “loss” will be the lesser of:

- a. The cost of a new “auto” of the same make, size including the same equipment; or
- b. The cost of repairing with parts of like kind and quality,

minus the deductible shown in the Schedule.

This coverage does not apply to “loss” caused by fire, theft, larceny or vandalism.

This coverage applies for five years from the date of purchase of the private passenger “auto.”

VIII. Extended Coverage – Airbags

Section III – Physical Damage Coverage, B. Exclusions, Paragraph 3. is amended by addition of the following:

The exclusion for “loss” caused by mechanical breakdown does not apply to the accidental discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

IX. Audio, Visual and Data Electronic Equipment Coverage

- a. **Section III – Physical Damage Coverage, B. Exclusions, Paragraph 5.** is amended by the following addition to the exception of 4.c. and 4.d.:

- e. Electronic equipment designed solely for receiving or that transmits audio, visual or data signals and is permanently installed in the covered “auto” or the equipment is removable from a housing unit which is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by use of

the power from the “auto’s” electrical system, in or upon the covered “auto.”

(1) If a “loss” occurs solely to the audio, visual or data electronic equipment, then for each covered “auto” our obligation to pay for, repair, return or replace the damaged or stolen property will be subject to a \$250 deductible.

(2) In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

b. Paragraph C.1.b. under Limits of Insurance of **Section III – Physical Damage Coverage** does not apply.

X. Waiver Of Subrogation

The following is added to **A.5. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV - Business Auto Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” arising out of the operation of a covered “auto” when you have assumed liability for such “bodily injury” or “property damage” under an “insured contract.”

XI. Duties in the Event of Accident, Claim, Suit or Loss Redefined

a. The requirement in Loss Conditions 2.a. of **Section IV – Business Auto Conditions** that you must see to it that we are notified of an “accident” only applies when the “accident” or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. The requirement in Loss Condition 2.b. of **Section IV – Business Auto Conditions** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

XII. Supplementary Payments Increased Limits

Section II – Covered Autos Liability Coverage, Coverage 2.a. Supplementary Payments, Paragraphs a.(2) and a.(4) are replaced by the following:

(2) Up to \$3000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earning up to \$300 a day because of time off from work.

XIII. Unintentional Errors or Omissions

We will not deny coverage under this Coverage Part because of the unintentional omission of, or unintentional error in, any information provided by you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XIV. Physical Damage - Transportation Expense

In **Section III – Physical Damage Coverage, Paragraph A.4.a.**, the amount we will pay is increased to \$60 per day to a maximum limit of \$1,800.

XV. Hired Auto – Limited Worldwide Coverage

In **Section IV - Business Auto Conditions, B. General Conditions, Paragraph 7.b.(5)** is replaced with the following:

(5) Anywhere in the world if a covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 60 days or less,

XVI. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage Coverage is provided for that coverage subject to the following limit:

- (1) The most we will pay in any one policy period for “loss” to all hired “autos” is the lesser of:
 - a. \$75,000; or
 - b. The actual cash value of the damaged or stolen property at the time of the “loss”; or

- c. The cost of repairing or replacing the damaged or stolen property.

A \$500 deductible applies to “loss” caused by other than fire or lightning.

- (2) Subject to (1)a.,b. and c. above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered “auto” shown in the Declarations.
- (3) When you are required by a written contract to indemnify a lessor for actual financial loss due to a loss of use of a hired “auto” resulting from a covered “accident” or “loss,” we will pay up to \$65 per day subject to a maximum limit of \$1,000.

If a premium entry is shown in Item Four – Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums – Physical Damage Insurance, this Provision does not provide any insurance.

XVII. Vehicle Wraps, Custom Paint And Related Advertising Modifications

The following is added to Paragraph C. **Limit of Insurance of Section III – Physical Damage Coverage** in the Business Auto Coverage Form:

If we offer to pay the actual cash value of the damaged or stolen “auto,” we will value vehicle advertising wraps, paint customization and similar business-related advertising modifications, separately from the actual cash value of the “auto.” Coverage for these items will be on a replacement cost basis.

XVIII. Auto Loan/Lease Gap Coverage

The Physical Damage Coverage Section is amended by addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered “auto,” less:

- 1. The amount paid under the policy’s Physical Damage Coverage Section; and
- 2. Any:
 - a. Overdue lease/loan payments at the time of the “loss”;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;

- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- e. Carry-over balances from previous loans or leases.

Auto Loan/Lease Gap Coverage will only apply when no provision for this or similar coverage is included in the original lease agreement written on the covered loaned/leased “auto.”

XIX. Bodily Injury Redefined

Section V – Definitions, Paragraph C. “Bodily injury” is amended as follows:

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

XX. Full Glass Coverage

The following is added to Paragraph D. **Deductible of Section III-Physical Damage Coverage:**

For Comprehensive Coverage, no deductible applies to “loss” to glass used in windshield, doors and windows of the covered “auto,” including glass used in sunroofs and moon roofs.

Full Glass coverage applies only to those covered “autos” described or designated for Comprehensive Coverage in the Declarations.

XXI. Collision Deductible Waiver-Not At Fault Accident

The following is added to Paragraph D. **Deductible of Section III - Physical Damage Coverage:**

The deductible amount shall not apply to a total “loss” caused by collision between your covered “auto” and another “auto,” provided:

- a. The owner or operator of such other “auto” has been identified; and
- b. The owner or operator of such other “auto” is legally liable for the “loss” to your covered “auto” and does not qualify as an “insured” under this policy; and
- c. You are not comparatively or contributorily negligent for the “loss”; and
- d. There is an available local police or law enforcement report which details the accident and identifies the owner and operator of the other motor vehicle and their insurance carrier(s).

XXII. Primary And Noncontributory – Other Insurance Condition

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- (1) Such "insured" is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured."



**PARTNERS
MUTUAL INSURANCE**

An affiliate of Penn National Insurance

20935 Swenson Drive
Waukesha, Wisconsin 53186-2057

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PENNPAC PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Damage To Your Work

The following is added to **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, Paragraph 1. Insuring Agreement:**

f. Damages because of “property damage” include damages the insured becomes legally obligated to pay because of “property damage” to “your work” and shall be deemed to be caused by an “occurrence”, but only if:

- (1)** The “property damage” is the result of work performed on your behalf by a subcontractor(s) that is not a Named Insured;
- (2)** The work performed by the subcontractor(s) is within the “products-completed operations hazard”; and
- (3)** The “property damage” is unexpected and unintended from the standpoint of the insured.

For the purposes of this coverage, the definition of “Occurrence” in SECTION V – DEFINITIONS is replaced with the following:

13. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. An accident shall include “property damage” to other than “your work” arising from “your work”.

II. Limited Product Withdrawal Expense Coverage

A. The following is added to **Section I – Coverages**

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

a. We will reimburse you for “product withdrawal expenses” incurred by you because of a “product withdrawal” to which this insurance applies.

The most we will pay for “product withdrawal expenses” is \$20,000 or the Limit Of Insurance shown in the Declarations or Schedule, whichever is higher.

b. This insurance applies to a “product withdrawal” only if the “product withdrawal” is initiated in the “coverage territory” during the policy period because:

- (1)** You determine that the “product withdrawal” is necessary; or
- (2)** An authorized government entity has ordered you to conduct a “product withdrawal”.

c. We will reimburse “product withdrawal expenses” only if:

- (1)** The expenses are incurred within one year of the date the “product withdrawal” was initiated;
- (2)** The expenses are reported to us within one year of the date the expenses were incurred.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

(1) An error in manufacturing, design, or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A Bodily Injury And Property Damage Liability** by endorsement.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

B. For the purposes of this coverage, the following condition is added to **Section IV – Commercial General Liability Conditions:**

Concealment Or Fraud

We will not provide coverage to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

C. The following definitions are added to **Section V - Definitions:**

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

2. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

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

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. "Product withdrawal" means the recall or withdrawal:

a. From the market; or

b. From use by any other person or organization;

of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

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

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":
- a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products.
5. "Profit" means the positive gain from business operation after subtracting for all expenses.

III. Non-Owned Watercraft

- a. Exclusion g. Paragraph (2) of **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- b. Paragraph III.a. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
- c. Paragraphs III.a. and III.b. do not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this Provision III. does not provide any insurance.
- d. Paragraph III.c. does not apply to a policy written to apply specifically in excess of this policy.

IV. Consolidated Insurance (Wrap – Up) Program

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" if such operations were at any time subject to a "consolidated insurance (wrap-up) program".

This exclusion applies whether or not the "consolidated insurance (wrap-up) program" provided:

- (1) Coverage identical to that provided by this Coverage Part;
- (2) Limits adequate to cover all claims; or
- (3) Coverage that remains in effect.

This exclusion applies regardless of whether such operations are or were conducted by you or on your behalf.

This exclusion does not apply to your operations away from a "consolidated insurance (wrap-up) program" project site incidental to the support of such a project and not included within the "consolidated insurance (wrap-up) program".

This exclusion does not apply to "bodily injury" or "property damage" within the "products-completed operations hazard" if all coverage available to the insured for the "products-completed operations hazard" in a "consolidated insurance (wrap-up) program" has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis.

"Consolidated insurance (wrap-up) program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which some or all of the contractors working on a specific project or specific projects, are required to participate in a program to obtain insurance that:

- (1) Includes same or similar insurance as that provided by this Coverage Part; and
- (2) Is issued specifically for "bodily injury" or "property damage" arising out of such project or projects.

V. Supplementary Payments Increased Limits
In the **Supplementary Payments - Coverages A And B** provision of **Section I - Coverages**:

- a. The limit for the cost of bail bonds is changed from \$250 to \$3000.
- b. The limit for the actual loss of earnings is changed from \$250 to \$1000.

VI. Broad Form Named Insured

- a. **Section II - Who Is An Insured** is amended to include as an insured any organization or subsidiary thereof, other than a partnership, joint venture, or limited liability company, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.
- b. Paragraph **VI.a.** does not apply to injury or damage with respect to which an insured under this policy is also an insured under another policy or would be an insured

under such policy but for its termination or upon the exhaustion of its limits of insurance.

- c. Paragraph **VI.b.** does not apply to a policy written to apply specifically in excess of this policy.

VII. Newly Formed or Acquired Organizations

In Paragraph **3.a.** of **Section II - Who Is An Insured**, 90th day is changed to 180th day.

VIII. Incidental Malpractice Liability - Nurse, EMT, or Paramedic

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

- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are a nurse, emergency medical technician or paramedic, they are an insured with respect to their providing or failing to provide professional health care services to your "employees".

IX. Automatic Additional Insureds

Section II - Who Is An Insured is amended to add:

- a. The **Lessor of Leased Equipment** from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such leased equipment ends.

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

- b. The **Grantor of Franchise** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as grantor of a franchise to you.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such franchise ends.

- c. The **Manager or Lessor of premises** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

A person's or organization's status as an additional insured under this insurance

ends when their contract or agreement with you for such leased premises ends.

This insurance does not apply to:

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

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- d. The **Mortgagee, Assignee, or Receiver** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this insurance ends when their contract or agreement with you for such premises ends.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. The **Vendor** when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

However,

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
 2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

X. Amendment - Aggregate Limits of Insurance

The General Aggregate Limit under the **Section III - Limits Of Insurance** applies separately to each of your:

- a. Projects away from premises owned by or rented to you;
- b. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. Electronic Data Liability

- a. Exclusion 2.p. of **Coverage A Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

- b. The following is added to Paragraph 2. Exclusions of **Section I- Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information,

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- c. The following paragraph is added to **Section III – Limits Of Insurance**:

Subject to 5. above, the most we will pay under **Coverage A** for "property damage", because of all loss of "electronic data" is \$50,000 each "occurrence" subject to the \$50,000 aggregate or the Electronic Data

Liability Limit shown in the Declarations or Schedule, whichever is higher.

- d. Paragraph **XI.c.** does not apply to “property damage” arising out of damage to “electronic data” on embedded controllers used to operate or maintain building equipment.
- e. The following definition is added to **Section V -Definitions**:
“ Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- f. For the purposes of this coverage, the definition of “Property Damage” in **Section V - Definitions** is deleted and replaced by the following:

17. “Property damage” means:

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

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

XII. Duties in the Event of Occurrence, Claim or Suit Redefined

- a. The requirement in Condition **2.a.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we are notified of an “occurrence” only applies when the “occurrence” or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation.
- b. The requirement in Condition **2.b.** of **Section IV – Commercial General Liability Conditions** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership; or
 - (3) An officer of the corporation or insurance manager, if you are a corporation.

XIII. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **8. Transfer Of Rights Of Recovery Against Others To Us** condition in **Section IV – Commercial General Liability Conditions**:

- A. We waive any right of recovery we may have against any person(s) or organization(s) because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person(s) or organization(s) and included in the “products-completed operations hazard”. This waiver applies to all person(s) or organizations(s) you have agreed in that written contract or agreement to waive your right of recovery, however, we do not waive our right of recovery against any person or organization due to their liability arising out of 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, designs and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

XIV. Bodily Injury Redefined

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

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

XV. Mobile Equipment Redefined

Paragraph **12.f.** subparagraph (1) of **Section V - Definitions** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

XVI. Unintentional Errors or Omissions

We will not deny coverage under this Coverage Part because of the unintentional omission of, or unintentional error in, any information provided by you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVII. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

XVIII. Voluntary Property Damage

- a. We will pay, at the request of any Named Insured, for "voluntary property damage" to the property of others provided:
 1. the "voluntary property damage" occurs while such property is in the care, custody or control of an insured or to property over which an insured is, for any purpose, exercising physical control;
 2. the "voluntary property damage" arises out of operations away from the premises owned by, rented to, or controlled by the Named Insured; and

3. the "property damage" coverage of the policy would extend to the operation causing the loss.

- b. The insurance under this coverage does not apply to "voluntary property damage" to property:

1. while being transported by, or caused by the ownership, maintenance, operation, use, loading or unloading of any automobile, watercraft or aircraft; or
2. rented to any Named Insured.

- c. This insurance will apply only to loss that is in excess of \$250 for each "occurrence."

- d. The most we will pay under this coverage is \$5,000 for each "occurrence" subject to \$5,000 aggregate for the policy year.

The each "occurrence" and aggregate limit is in addition to the each "occurrence" and aggregate limit of the Voluntary Property Damage limit provided in the Contractors Special Liability endorsement **70 1909** if attached to this policy.

- e. Payment under this coverage will not include any prospective profit or overhead charges of any nature.

- f. "Voluntary property damage" as used in this coverage means physical injury to tangible property and does not include disappearance, abstraction or loss of use.

XIX. Special Broad Form Property Damage Liability Coverage

- a. **Section I. Coverage A., 2. Exclusion, j. Damage To Property, Paragraphs j.(3), j.(4), and j.(5)** are modified as follows:

Exclusions **j.(3)**, **j.(4)** and **j.(5)** do not apply to the first \$5,000 of "property damage" for each "occurrence" that would otherwise be insured except for the application of these exclusions, as long as the "occurrence" takes place away from the premises you own, rent or control.

The limit above is in addition to the limit for Special Broad Form Property Damage Liability Coverage **70 1909** if attached to this policy.

XX. Fellow Employee Extension

Under **Section II- Who Is An Insured**, Paragraphs **2.a. and 2.a.(1)** are replaced by the following:

2. Each of the following is also an insured:
 - a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:
 - (1) “Bodily injury” or “personal and advertising injury”:
 - (a) Arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion **2.e. Employers Liability** under **Section I Coverages, Coverage A.-Bodily Injury and Property Damage Liability** does not apply.

XXI. Medical Payments

- a) The Medical Expense Limit in Paragraph 7. Of **Section III-Limits of Insurance** is replaced by a new Medical Expense Limit, which will be subject to all the terms of **Section III- Limits of Insurance**. If the Medical Expense Limit provided by the coverage part is \$10,000, the new Medical Expense Limit is increased to \$20,000.
- b) This coverage does not apply if Coverage C- Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

XXII. Damage To Premises Rented To You

- a. Under **Section I-Coverages, Coverage A Bodily Injury And Property Damage Liability, Exclusion j. Damage To Property**, the number of rental days is amended from a period of seven or fewer consecutive days to a period of ten or fewer consecutive days.

- b. Under **Section I-Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If Damage to Premises Rented To You is not otherwise excluded, Exclusions **c. through n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III-Limits Of Insurance**.

- c. Under **Section III- Limits Of Insurance, Paragraph 6.** Is replaced with:
 6. Subject to **5.** above, the Damage To Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner.
- d. Under **Section IV- Commercial General Liability Conditions, Condition 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:
 - (ii) That is Fire, Lightning, Explosion, Smoke, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.
- e. Under **Section V-Definitions**, paragraph **a.** of Definition **9.** “insured contract” is deleted and replaced with:
 - a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract” ;

**TRANE®**

Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Page 1 of 1

Invoice

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com

Remit Payment To

Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Number **990322711**Invoice Date **12/01/2025** ~~26-NOV-2025~~Customer No. **125991**Reference No. **R533668**Internal Account **2844553**Payment Terms **.5%10 NET30**Payment Due Date **26-Dec-2025**Discount Date **06-Dec-2025****Bill To**

ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

APPROVED**By Sheila at 1:18 pm, Dec 02, 2025**

Customer Tax ID

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	SAIA
Tracking No.	108366281706
Freight Terms	Prepay & Add
Bill of Lading	T002326756

Sold To

ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Ship To<https://www.tranetechnologies.com/customer>**CERTifyTax** - for submittal of tax exemption certificates.**iReceivables** - access invoice copies, account balances & make payments.

1286191729

Tax/GST ID: 25-0900465	State Tax: 0.00 0.0000%	County Tax: 0.00 0.0000%	City Tax: 0.00 0.0000%	District Tax: 0.00 0.0000%
PST/QST ID:	IA		TIFFIN	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	4354.25	0.00	0.00	0.00	4354.25

Special Instructions	Tiffin Community Rec Center
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Sales Order		Order Date	Ship Date	Purchase Order		
R5E018			26-NOV-2025	62786		
Line	Description.	Quantity	UOM	Unit Price	Extended Price	
1	FIAPWRX303B: Power exhaust Model Number: FIAPWRX303B	2	EA			
2	FIAPWRX303B: Power exhaust Model Number: FIAPWRX303B	1	EA			
3	FIAPWRX303B: Power exhaust Model Number: FIAPWRX303B	1	EA			

Tiffin Rec Center

TRANE
TECHNOLOGIES

**TRANE®**Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number **990332102**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com**Remit Payment To**Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	09-DEC-2025
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	08-Jan-2026
Discount Date	19-Dec-2025

Bill ToILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**APPROVED***By Sheila at 12:52 pm, Dec 12, 2025***Sold To**ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**Ship To**ILTENS INC_TCSEC2844553
TIFFIN COMMUNITY REC CENTER
105 S PARK RD C/O ILTEN'S / TI
TIFFIN, IA 52340
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	SAIA
Tracking No.	108366286700
Freight Terms	Prepay & Add
Bill of Lading	T002353862

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1290723539

Tax/GST ID: 25-0900465	State Tax: 0.00 0.0000%	County Tax: 0.00 0.0000%	City Tax: 0.00 0.0000%	District Tax: 0.00 0.0000%
PST/QST ID:	IA		TIFFIN	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	170.08	0.00	0.00	0.00	170.08

Special Instructions	Tiffin Community Rec Center
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Sales Order		Order Date	Ship Date	Purchase Order			
R5E018			09-DEC-2025	62786			
Line	Description.			Quantity	UOM	Unit Price	Extended Price
1	FIAHZDC001A: Horizontal Conversion Panel Model Number: FIAHZDC001A			2	EA		

Tiffin Rec Center

Sales Tax Exempt

**TRANE®**Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number **990332101**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com**Remit Payment To**Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	09-DEC-2025
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	08-Jan-2026
Discount Date	19-Dec-2025

Bill ToILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**APPROVED***By Sheila at 12:51 pm, Dec 12, 2025***Sold To**ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**Ship To**

,

Customer Tax ID

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	SAIA
Tracking No.	108366298304
Freight Terms	Prepay & Add
Bill of Lading	T002394976

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1290723539

Tax/GST ID: 25-0900465	State Tax: 0.00 0.0000%	County Tax: 0.00 0.0000%	City Tax: 0.00 0.0000%	District Tax: 0.00 0.0000%
PST/QST ID:	IA		TIFFIN	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	170.08	0.00	0.00	0.00	170.08

Special Instructions	Tiffin Community Rec Center
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Sales Order		Order Date	Ship Date	Purchase Order			
R5E018			09-DEC-2025	62786			
Line	Description.			Quantity	UOM	Unit Price	Extended Price
1	FIAHZDC001A: Horizontal Conversion Panel Model Number: FIAHZDC001A			1	EA		
2	FIAHZDC001A: Horizontal Conversion Panel Model Number: FIAHZDC001A			1	EA		

Tiffin Rec Center

Sales Tax Exempt

**TRANE®**Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number **990330804**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com**Remit Payment To**Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	08-DEC-2025
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	07-Jan-2026
Discount Date	18-Dec-2025

Bill ToILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**APPROVED***By Sheila at 11:55 am, Dec 12, 2025***Sold To**ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**Ship To**ILTENS INC_TCSEC2844553
TIFFIN COMMUNITY REC CENTER
105 S PARK RD C/O ILTEN'S / TI
TIFFIN, IA 52340
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	FDEX
Tracking No.	490453467299
Freight Terms	Prepay & Add
Bill of Lading	T002376753

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1290279055

Tax/GST ID: 25-0900465	State Tax: 0.00 0.0000%	County Tax: 0.00 0.0000%	City Tax: 0.00 0.0000%	District Tax: 0.00 0.0000%
PST/QST ID:	IA		TIFFIN	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	407.18	0.00	0.00	0.00	407.18

Special Instructions	Tiffin Community Rec Center
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Sales Order	Order Date	Ship Date	Purchase Order			
R5E018		08-DEC-2025	62786			
Line	Description.	Quantity	UOM	Unit Price	Extended Price	
1	FIAENTH002A: Comparative enthalpy kit Model Number: FIAENTH002A	1	EA			

Tiffin Rec Center

Sales Tax Exempt

**TRANE®**Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number **990329315**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com**Remit Payment To**Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	05-DEC-2025
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	04-Jan-2026
Discount Date	15-Dec-2025

Bill ToILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**APPROVED****By Sheila at 12:17 pm, Dec 09, 2025****Sold To**ILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**Ship To**ILTENS INC_TCSEC2844553
TIFFIN COMMUNITY REC CENTER
105 S PARK RD C/O ILTEN'S / TI
TIFFIN, IA 52340
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	FDEX
Tracking No.	490453466513
Freight Terms	Prepay & Add
Bill of Lading	T002369429

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1289354382

Tax/GST ID: 25-0900465	State Tax: 0.00 0.0000%	County Tax: 0.00 0.0000%	City Tax: 0.00 0.0000%	District Tax: 0.00 0.0000%
PST/QST ID:	IA		TIFFIN	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	814.35	0.00	0.00	0.00	814.35

Special Instructions	Tiffin Community Rec Center
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Sales Order		Order Date	Ship Date	Purchase Order			
R5E018			05-DEC-2025	62786			
Line	Description.			Quantity	UOM	Unit Price	Extended Price
1	FIAENTH002A: Comparative enthalpy kit Model Number: FIAENTH002A			2	EA		

Tiffin Rec Center

Sales Tax Exempt

**TRANE®**Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number **990334176**

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com**Remit Payment To**Trane U.S. Inc.
P. O. Box 98167
CHICAGO, IL 60693

Invoice Date	11-DEC-2025
Customer No.	125991
Reference No.	R533668
Internal Account	2844553
Payment Terms	.5%10 NET30
Payment Due Date	10-Jan-2026
Discount Date	21-Dec-2025

Bill ToILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Des Moines TCS Ind SO, IA
Shipping Method	0000013222
Tracking No.	
Freight Terms	Prepay & Add
Bill of Lading	

Sold ToILTENS INC_TCSEC2844553
ILTENS INC
919 14TH AVE SW
CEDAR RAPIDS, IA 52404
UNITED STATES**Ship To**ILTENS INC_TCSEC2844553
TIFFIN COMMUNITY REC CENTER
105 S PARK RD C/O ILTEN'S / TI
TIFFIN, IA 52340
UNITED STATES<https://www.tranetechnologies.com/customer>**CERTifyTax** - for submittal of tax exemption certificates.**iReceivables** - access invoice copies, account balances & make payments.

1291614081

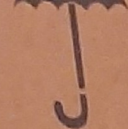
Tax/GST ID: 25-0900465	State Tax: 0.00 0.0000%	County Tax: 0.00 0.0000%	City Tax: 0.00 0.0000%	District Tax: 0.00 0.0000%
PST/QST ID:	IA		TIFFIN	

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	6541.92	0.00	0.00	0.00	6541.92

Special Instructions	Tiffin Community Rec Center
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Sales Order		Order Date	Ship Date	Purchase Order			
R5E121			11-DEC-2025	62786			
Line	Description.			Quantity	UOM	Unit Price	Extended Price
1	Roof Curbs: Model Number: Roof Curbs Tag Number: MAT-1-1,MAT-1-2,MAT-1-3,MAT-1-4,MAT-1-5			5	EA		

Tiffin Rec Center
Sales Tax Exempt**APPROVED**
By Sheila at 2:33 pm, Dec 12, 2025



2065

11/12















14000 01 01



2065

QTY 10
GROSS 100.00
NET 10.00

11/12

2065

2548101050
11/12
100.00
10.00



2548101050