

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: 11-13-2025

DEPARTMENT: Parks & Recreation

VENDOR: Level Up Retail Services

DEPT DIRECTOR/

MGR SIGNATURE: RA TALMAGE

DATE: 11-13-2025

Amount of Invoice: \$33,500

Invoice Date: 11-01-2025

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

PLEASE SEE ATTACHED MEMO

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER

Please review, and upon approval, forward to County Administration.

Caleb R. Jones

Date: 11/26/25

Resolution: The department has requested and will receive procurement training.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, forward to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [Signature]

DATE: 12/1/25

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/

ASST. FINANCE DIRECTOR

APPROVED

By Joshua Stringfellow at 9:22 am, Dec 16, 2025

Date: _____

INVOICE

Level Up Retail Services
3336 Palomar
Hurricane, UT 84737

accounting@levelupretailservices.net
+1 (801) 824-7110
www.levelupretailservices.net



Bill to

Hernando County Florida
15470 Flight Path Dr
Brooksville, Florida 34604
USA

Ship to

Hernando County Florida
15470 Flight Path Dr
Brooksville, Florida 34604
USA

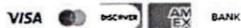
Invoice details

Invoice no.: 1399
Terms: Due on receipt
Invoice date: 11/01/2025
Due date: 11/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/01/2025	Fitness Court Installation	Installation of NFC Approved Fitness Court Veterans Fitness Court 12254 Spring Hill Spring Hill, Florida 34609 The amount includes Fitness Wall, Tiles, Equipment/Features, Bostik Lock P799 I/O Rubber and Wrap on the Fitness Wall. All tile and border tile were laid, the workout wall was built, and all vinyl was applied to the workout wall. All workout equipment was installed per plan and painted all stencils.	1	\$33,500.00	\$33,500.00

Total **\$33,500.00**

Ways to pay



View and pay

11/06/2025



DEPARTMENT OF PARKS AND RECREATION

16161 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604 ♦ W www.HernandoCounty.us
PARKS P 352.754.4027 ♦ F 352.754.4427 ♦ RECREATION P 352.754.4031 ♦ F 352.754.4415

MEMO

This Purchasing Policy Exception is being requested due to an internal miscommunication during the closing of the FY25 fiscal year, which led to work on a project starting before a purchase order was issued. The Parks & Rec Project Manager solicited bids to have fitness equipment installed at Veterans Park. The bidding for the project closed, and the winning bidder's information was sent to our Finance and Budget technician to request that a PO be issued on August 29th, 2025 (Please see attached). After reviewing the request, a response was emailed that the deadline for new PO's was August 22nd, due to the closing of the fiscal year in September. After that, there was a delay in communications because the Finance and Budget Technician was away on vacation. Meanwhile, the work was scheduled to be done the last week in October, at the beginning of the new fiscal year, because the vendors schedule was filling up and the Project Manager wanted to secure a place on their calendar. Due to the lapse of time between the last communications and the vendor arriving to perform the work (8/29-10/28), staff failed to catch the fact that a purchase order had not been issued prior to the work commencing.

REQUEST FOR QUOTE
HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS
PURCHASING & CONTRACTS DEPARTMENT

THIS IS NOT
AN
ORDER

352-754-4020, FAX 352-754-4199
15470 FLIGHT PATH DR.
BROOKSVILLE, FL 34604

Quotation No. _____

Date: 08/11/2025

Project Name Veterans Fitness Court

Requesting Department Parks and Recreation

Name: Keith A. Larson

Address: 16161 Flight Path Dr

Brooksville, Fla. 34604

Contact Person: _____ Telephone: 1-352-279-8064 Fax: _____

Date & Time Due for Return of Quote: 08/27/2025 by 5:00 pm.

Please see reverse side for Terms, Conditions and Instructions to Bidders applicable to this Quotation.

ITEM	QUAN.	DESCRIPTION	STOCK NO.	NET PRICE	TOTAL
1	LS	Fitness Wall			\$8,500.00
1	LS	Tiles			\$10,025.00
1	LS	Equipment/Features			\$7,875.00
1	LS	Bostik Lock P799 I/O Rubber			\$2,600.00
1	LS	Wrap			\$4,500.00

Lowest Bid

\$ 33,500

QUOTE MUST INCLUDE DELIVERY

Destination Delivery Date or Start of Work 09/08/2025

FOB DESTINATION 09/29/2025

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.

The award may be all or partial being in the best interest of Hernando County.

It is further agreed that prices quoted will remain firm for a minimum period of 60 calendar days from quotation opening date.

Contact Person Submitting Quote: Justin Wright

Firm Name: Level Up Retail Services

Address: 3336 W. Palomar

City: Hurricane

State: Utah Zip: 84737

Telephone No: 435-229-6054

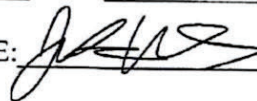
Fax No: _____

DATE 8/12/2025

PRINT/TYPE NAME: Justin Wright

TITLE: Owner/Operator

SIGNATURE: _____



HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

QUALITY

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

INDEMNITY AND INSURANCE

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

PACKING

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

DELIVERY

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

PAYMENT

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

MATERIAL SAFETY DATA SHEET

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

OSHA REQUIREMENT

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

LEGALLY AUTHORIZED WORKFORCE

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at www.hernandocounty.us/pur/.

INSURANCE

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit
(b) Commercial General Liability (Additional Insured & Waiver Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense
(c) Automobile Liability Option of Split Limits: (1.) Bodily Injury	\$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident

(Revised Jan.-2014)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2025

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 Progressive Insurance PO Box 94739, Cleveland, OH 44101	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Level Up Retail Services 3336 W Palomar Hurricane, UT 84737	INSURER A: United Financial Casualty Company	11770
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 8736495874985497CSD081125T202454

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
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY						
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	N	N	984572759	07/29/2025	07/29/2026	BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
	See ACORD 101 for additional coverage details.						E.L. DISEASE - EA EMPLOYEE \$
A		N	N	984572759	07/29/2025	07/29/2026	E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

Hernando County, Florida
1525 E. Jefferson St
Brooksville, FL 34601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY Progressive Insurance		NAMED INSURED Level Up Retail Services 3336 W Palomar Hurricane, UT 84737
POLICY NUMBER 984572759		
CARRIER United Financial Casualty Company	NAIC CODE 11770	EFFECTIVE DATE: 07/29/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Description of Location/Vehicles/Special Items

Scheduled autos only

2017 GMC SIERRA 1GT12UEY7HF119838



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2025

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 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 Guidepost Insurance Services 1902 Wright Place Suite 200 Carlsbad CA 92008	CONTACT NAME: Luis Ponce PHONE (A/C, No, Ext): 877-376-5443 E-MAIL ADDRESS: ponce@guidepostins.net FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Excess Insurance Company INSURER B: The Pie Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Level Up Retail Services LLC 3336 W Palomar Hurricane UT 84737	NAIC # 14484 21857

COVERAGES

CERTIFICATE NUMBER:

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	HBD 10057391-1	07/05/2025	07/05/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SING. E LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 Y N/A Y	WCPI974487001	03/01/2025	03/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Hernando County, Florida is listed as additional insured when required by written contract. Coverage is primary and non contributory and a waiver of subrogation applies to the general liability & workers compensation insurance.

CERTIFICATE HOLDER

CANCELLATION

Hernando County, Florida 1525 E Jefferson St Brooksville FL 34601-3537	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 Luis Ponce
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ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
<p>"Any person, entity, or organization with whom you have agreed, in a written contract or agreement, to be added as an Additional Insured on your policy, provided such written contract or agreement is fully executed prior to an "occurrence" in which coverage is sought under this policy."</p>

Section II – Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

WAIVER OF SUBROGATION – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person, entity or organization with whom you have agreed, in a written contract or agreement, to waive the transfer or rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy."

A. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We will waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of the ongoing operations of the insured or the insured's work done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions of this policy remain unchanged.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

MAXIMUM PER POLICY GENERAL AGGREGATE LIMIT: \$2,000,000

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations subject to the maximum per policy general aggregate limit shown above.
 2. The Designated Construction Project General Aggregate Limit, subject to the maximum per policy general aggregate limit shown above, is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above, subject to the maximum per policy general aggregate limit shown above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit subject to the maximum per policy general aggregate limit shown above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit, subject to the maximum per policy general aggregate limit shown above.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit, subject to the maximum per policy general aggregate limit shown above.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this policy remain unchanged.

Utah Waiver of Subrogation Endorsement

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization as required by written contract within states covered under this policy.

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 03/03/2025

Policy No. WC PI 974487-001

Endorsement No.

Insured LEVEL UP RETAIL SERVICES LLC

Premium 2159

Insurance Company Pie Casualty Insurance Company

Countersigned by

John C. Sargent

WC 43 03 05
(Ed. 07-2000)