

**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT**

COBBLESTONE RANCH PARK - PHASE 1

THIS CONSTRUCTION CONTRACT ("Contract") between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **WHITE CONSTRUCTION GROUP**, a Colorado corporation ("Contractor"), 202 Sixth Street, Suite 200, Castle Rock, Colorado 80104

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK The Contractor shall execute the entire Work described in the Contract.

CONTRACT The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders;
2. Notice to Proceed;
3. Construction Contract;
4. General Conditions
5. The following Addenda, if any:

Number	Title	Date	Pages
1	Cobblestone Ranch Park Ph. 1 Add. 01	4/13/2021	7
1	Cobblestone Ranch Park Bid Bond Form	4/13/2021	1
1	Cobblestone Ranch Park Landscape Plan Swale Boulder Exhibit	4/13/2021	2
1	Cobblestone Ranch Park Sign in Sheet (4.7.21)	4/13/2021	1
1	Cobblestone Ranch Park SP-004330 Estimated Quantities Sheet Combined Final	4/13/2021	12
1	CAD ND Landscape Base	4/13/2021	CAD FILE
1	CAD ND Landscape Base – ALT – 001	4/13/2021	CAD FILE
1	CAD ND Landscape Base – ALT – 002	4/13/2021	CAD FILE
1	CAD ND Landscape Bases – ALT – 003	4/13/2021	CAD FILE
1	Recreation Plus LTD – Cobblestone Ranch Park – Revision 02 – 2D ASTM Layout	4/13/2021	1

1	Recreation Plus LTD – Cobblestone Ranch Park –	4/13/2021	6
	Revision 02 – Presentation Layouts		
2	Cobblestone Ranch Park SP 004100 Bid Form	4/14/2021	1
	Cover		
2	Cobblestone Ranch Park Ph. 1 Add. 02	4/14/2021	2
2	Cobblestone Ranch Park SP-004330 Estimated	4/14/2021	12
	Quantities Sheet Combined Final		
6.	Special Conditions of the Contract: N/A		
7.	The following Specifications:	Cobblestone Ranch Specifications – Phase 1	199
8.	The following Drawings:	Cobblestone Ranch Bid Set Plans (4/1/21)	135
		Temporary Erosion & Sediment Control	12
		Plans Cobblestone Ranch Park Phase I	
		(4/1/21)	
9.	Notice of Award;		
10.	Invitation to Bid;		
11.	Information and Instructions to Bidders		
12.	Notice of Substantial Completion;		
13.	Notice of Construction Completion;		
14.	Proposal Forms, including Bid Schedules;		
15.	Performance, and Labor and Material Payment Bonds;		
16.	Performance Guarantee; and		
17.	Insurance Certificates		

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$5,189,354 (“Contract Price”), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as **Exhibit A**. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within ten (10) calendar days after the Notice to Proceed and must be completed with the work by the date stated below. The Work should be completed by February 28, 2022.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$1,000 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK
Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. Certificate of Insurance shall be submitted to the Town at the time of execution of this Contract.

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official

of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

INTEGRATION. This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

Executed this _____ day of _____, 20__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

WHITE CONSTRUCTION GROUP

By:  _____
Title: President/CEO

EXHIBIT A
BID

SECTION 004330 - UNIT COST FORM

SUPPLEMENT TO PROJECT NAME BIDS			
BIDDER'S NAME:			White Construction Group
Total unit costs for materials, installation, and labor for the installation, and "one year warranty" of items shown below.			
Item	Quantity	Unit	Unit Cost
Civil and Site Work			
Mobilization	1	l.s.	\$ 90,538.48
Demolition	1	l.s.	\$ 7,687.95
Rough Grading as shown on plans	1	l.s.	\$ 86,470.50
Over-excavation	1	l.s.	\$ 47,310.46
Soil Import - Assuming some on-site soils can't be reused.	1	ton	\$ 30.75
Allowance for placement of unsuitable soil for berming	1	l.s.	\$ 29,569.04
Strip and stockpile of existing topsoil	1	l.s.	\$ 13,817.02
PVC Storm Pipe (6" Perforated pipe for Underdrain systems). Unit cost shall include drainage fill and geotextile fabric surrounding underdrain pipe.	83	l.f.	\$ 48.71
PVC Storm Pipe (8" Perforated pipe for Underdrain systems). Unit cost shall include drainage fill and geotextile fabric surrounding underdrain pipe.	42	l.f.	\$ 64.93
PVC Storm Pipe (15" Perforated pipe for Underdrain systems). Unit cost shall include drainage fill and geotextile fabric surrounding underdrain pipe.	152	l.f.	\$ 129.87
PVC Storm Pipe (18" Perforated pipe for Underdrain systems). Unit cost shall include drainage fill and geotextile fabric surrounding underdrain pipe.	53	l.f.	\$ 173.16
PVC Storm Pipe (6")	87	l.f.	\$ 54.11
PVC Storm Pipe (12")	41	l.f.	\$ 81.17
PVC Storm Pipe (15")	69	l.f.	\$ 108.22
PVC Storm Pipe (18")	98	l.f.	\$ 129.87
PVC Storm Pipe (24")	461	l.f.	\$ 135.28
RCP Storm Pipe (30")	635	l.f.	\$ 189.40
CDOT Type C Storm Inlet	2	ea.	\$ 5,411.13
CDOT Type D Storm Inlet	2	ea.	\$ 7,792.03
Nyloplast Inlet / manhole (18" dia.)	8	ea.	\$ 3,138.46
Nyloplast Inlet / manhole (24" dia.)	11	ea.	\$ 4,318.08
Steel Storm FES (24")	1	ea.	\$ 2,164.45
RCP Storm FES (30")	2	ea.	\$ 3,246.68
Concrete Cradle for Pipe Crossing - See Sheet C500.4	1	ea.	\$ 5,411.13
Sidewalk Chase (12")	2	ea.	\$ 1,921.99
Sidewalk Chase (18")	2	ea.	\$ 2,276.82
ScourStop Swale Reinforcement	11008	s.f.	\$ 8.56
Rip Rap (Type VL, D ₅₀ =6", Depth = 12")	11	c.y	\$ 41.40
Rip Rap (Type M, D ₅₀ =12", Depth = 24")	51	c.y	\$ 44.94
New Outlet Structure WQ plate and overflow grate - See Sheet C500.5	1	l.s.	\$ 2,164.45
Pipe Insulation	100	s.f.	\$ 4.73
Tracer Wire for Storm Sewer System	1	l.s.	\$ 3,246.68

Reinforced concrete flatwork - 7" thick, 4,500 psi @ 28 days. Unit cost shall include all subcut and subgrade preparation (including compaction). Concrete shall comply with Douglas County Engineering Department's standards. Flatwork to include #4 rebar reinforcing 12" O.C. E.W.	2765	s.f.	\$ 11.22
Accessible Ramps	2	ea.	\$ 4,709.76
Curb and Gutter - 6" curb and 1' pan	1550	l.f.	\$ 24.36
Curb and Gutter - 6" curb and 2' pan	645	l.f.	\$ 25.96
Concrete Pan (8-ft. wide)	823	s.f.	\$ 13.13
Asphalt Paving, 5" depth	700	ton	\$ 138.47
Asphalt Paving, 6" depth	2155	ton	\$ 108.13
Striping for entrance drive and parking lot	1	l.s.	\$ 3,568.39
Erosion Control (Installation, Maintenance, management of erosion control devices including maintaining tracking pads) Note: Construction Fencing to be chain-link.	1	l.s.	\$ 65,067.25
Traffic Control Signage (Hdcp parking, no parking, one way, etc.)	1	ea.	\$ 10,275.83
Connect to Existing Sanitary Manhole	1	ea.	\$ 2,813.79
8" SDR-35 PVC sanitary sewer	1106	l.f.	\$ 106.06
4" SDR-35 PVC sanitary sewer service line	40	l.f.	\$ 81.17
Sanitary manhole (4' dia.) - with locking cover	5	ea.	\$ 8,116.70
Cleanouts for sanitary sewer service line	1	ea.	\$ 811.67
Tracer Wire for Sanitary Sewer System	1	l.s.	\$ 2,393.89
Connect to Existing Water w/ 12"x8" tee	1	ea.	\$ 12,889.32
8" DIP water main - fully restrained	464	l.f.	\$ 227.27
1" curb stop	1	ea.	\$ 2,270.51
8" gate valve	1	ea.	\$ 3,246.68
12" gate valve	2	ea.	\$ 5,411.13
Fire Hydrant Assembly	1	ea.	\$ 13,527.83
1" Type K copper water service line	442	l.f.	\$ 49.78
Temporary Blow Off	1	ea.	\$ 1,082.23
Tracer Wire for Water System	1	l.s.	\$ 974.00

Electrical and Lighting			
Item		Unit	Unit Cost
Electrical service & distribution (Main Distribution Center, panelboard/lighting control panel)	1	l.s.	\$ 15,460.57
Branch power distribution & Electrical Devices, 120V	1	l.s.	\$ 3,188.30
Shelter Lighting (fixtures, 120V wiring & conduit)	1	l.s.	\$ 6,934.45
Access Drive Lighting (Fixtures, Poles with Bases, 240V wiring & conduit)	1	l.s.	\$ 71,882.48
Parking Lot Lighting (fixtures, poles w/bases, 240V wiring & conduit)	1	l.s.	\$ 43,065.45
Pedestrian Lighting (fixtures, poles w/bases, 120V wiring & conduit)	1	l.s.	\$ 73,619.53
Park Entry Sign Lighting (fixtures, 240V wiring & conduit)	1	l.s.	\$ 5,382.97
Lighting Controls (wiring & conduit)	1	l.s.	\$ 278.07
Trench & Backfill (for site power, lighting, controls)	1	l.s.	\$ 28,842.09

Irrigation Improvements:			
Item		Unit	Unit Cost
Complete Irrigation System	1	l.s.	\$ 49,709.10

Irrigation shall be bid as a single line item. All supplemental unit pricing shall be completed. Irrigation unit pricing will be used for the basis of addition or deletions to the contract.			
2" Febco Backflow Preventer with WYE strainer (825YA)	1	ea.	\$ 3,831.82
Guardshack Backflow Security Enclosure with concrete pad (GS-1)	1	ea.	\$ 426.09
Matco manual drain valve with valve box and gravel sump	1	ea.	\$ 122.64
Watts LF229HP Pressure Reducing Valve	1	ea.	\$ 1,643.88
Flowmec QS200-15 Flow Sensor	1	ea.	\$ 1,348.94
Rain Bird 6" Pop-up spray head with RVAN nozzle and swing joint assembly (1806-SAM-PRS with 1800-NPCAP)	1	ea.	\$ 18.81
Rain Bird 12" Pop-up spray head with RVAN nozzle and swing joint assembly (1812-SAM-PRS with 1800-NPCAP)	81	ea.	\$ 51.88
4" Rain Bird gear driven rotor with Standard nozzle and 3/4" swing joint assembly (5004-PL-PC,FC-SAM-PRS)	48	ea.	\$ 43.08
6" Rain Bird gear driven rotor with Standard nozzle and 3/4" swing joint assembly (5006-PL-PC,FC-SAM-PRS)	44	ea.	\$ 66.78
4" Rain Bird gear driven rotor with Standard nozzle with 12" SCH80 PVC riser assembly (6504)	42	ea.	\$ 73.56
2" RainBird master control valve (IR34, sheet LI-500.0)	1	ea.	\$ 480.22
Rain Bird 1" Control valve with gravel sump, riser assembly, ball valve and valve box (with purple cover) (PESB-R Series)	4	ea.	\$ 361.02
Rain Bird 1 1/2" Control valve with gravel sump, riser assembly, ball valve and valve box (with purple cover) (PESB Series)	1	ea.	\$ 402.61
Rain Bird 2" Control valve with gravel sump, riser assembly, ball valve and valve box (with purple cover) (PESB Series)	25	ea.	\$ 475.59
Rain Bird 1" Drip Control Valve Assembly with gravel sump, riser assembly, ball valve and valve box (with purple cover) (XCZ-PRBR-100)	10	ea.	\$ 298.27
Rain Bird quick coupling valve with swing joint assembly and valve box (with purple cover) (#5NP)	6	ea.	\$ 294.57
Rain Bird quick coupling valve with swing joint assembly and valve box (with yellow cover) (#5LRC)	6	ea.	\$ 273.11
2.5" and less Gate valve with gravel sump and valve box	4	ea.	\$ 175.42
3" and greater Gate valve with gravel sump and valve box	17	ea.	\$ 792.99
Rain Bird ESP-SAT Controller with metal box	1	ea.	\$ 22,547.95
Rain Bird pedestal mount (LXMPED)	1	ea.	\$ -
Rain Bird CCU Interface	1	ea.	\$ -
Rain Bird Soil Sensor	1	ea.	\$ 1,348.94
Electrical Connection for Irrigation Controller - power source is noted at each irrigation controller location. Electrical Connection shall include all wire, meter, disconnects, grounding, etc. required to provide power for the irrigation controller.	1	ea.	\$ 8,870.71
Rain Bird rain gauge, pole mounted	1	ea.	\$ 742.80
Drip line blow out stub (and operational indicator) with valve box and gravel sump	1	ea.	\$ 4,080.53
Drip emitters with emitter stakes and micro-tubing	1	ea.	\$ 13,660.89
Toro - Blue Stripe - 3/4" poly drip tubing at 12" depth	6940	l.f.	\$ 0.51
6" Class 200 RT PVC mainline (Purple) at 24" depth	340	l.f.	\$ 12.99
4" Class 200 RT PVC mainline (Purple) at 24" depth	2560	l.f.	\$ 6.41
3" Class 200 RT PVC mainline (Purple) at 24" depth	0	l.f.	\$ -
2" Class 200 BE PVC mainline (Potable) at 24" depth	880	l.f.	\$ 1.96
Leemco Pipe to Pipe Joint Restraint	196	ea.	\$ 177.66
Leemco Valve to Pipe Fitting Restraint	1	ea.	\$ -
8" Class 200 PVC sleeving at 24" depth	100	l.f.	\$ 21.69
6" Class 200 PVC sleeving at 24" depth	440	l.f.	\$ 14.32

4" Class 200 PVC sleeving at 24" depth	20	I.f.	\$	7.26
2" Class 200 PVC sleeving at 24" depth	780	I.f.	\$	5.06
2.5" Class 200 BE PVC lateral	460	I.f.	\$	2.85
2" Class 200 BE PVC lateral	1020	I.f.	\$	2.17
1.5" Class 200 BE PVC lateral	3220	I.f.	\$	1.65
1" Class 200 BE PVC lateral	7420	I.f.	\$	1.14
Two-wire communication cable (Rain/Flow Sensor only)	4000	I.f.	\$	1.30
#14 AWG UFUL direct burial wire	75000	I.f.	\$	0.18
#12 AWG UFUL direct burial wire	5000	I.f.	\$	0.19

Landscape Improvements				
Item		Unit	Unit Cost	
Manicured Turf Sod (MT) - Include tilling, preliminary weed control, soil preparation, and fine grading. Sod type shall be "Texas Blue Hybrid". Soil preparation shall include compost at 4.0 cubic yards/1,000 s.f., refer to plans and technical specification for additional amendments. Sod shall be installed in 36" rolls.	36740	s.f.	\$	1.62
Dryland Native Seed (Irrigated) - Include tilling, preliminary weed control, soil preparation, and fine grading. Seed mixture and soil preparation are described in the technical specifications.	27028	s.f.	\$	0.25
Dryland Native Seed (Temporarily Irrigated) - Include tilling, preliminary weed control, soil preparation, and fine grading. Seed mixture and soil preparation are described in the technical specifications.	272587	s.f.	\$	0.25
Shrub Bed Soil Preparation - Include in unit cost fine grading, tilling, compost (and other soil amendments as defined in technical specifications).	16812	sf	\$	6.85
Wood Mulch at 4" depth for perennial beds, ornamental grasses, and tree rings. Wood mulch shall be double shredded cedar bark mulch often referred to as "Gorilla Hair". No weed fabric.	23620	s.f.	\$	0.37
Local River Rock 1-1/2" - 4" depth for shrub beds. Include weed fabric.	23448	sf	\$	3.32
Round River Cobble 4-8", 4" depth. Include weed fabric.	1600	sf	\$	3.78
Landscape Boulders 24-30" Diameter	23	ea.	\$	315.09
Landscape Boulders 30-48" Diameter	48	ea.	\$	743.96
Landscape Boulders 48-60" Diameter	42	ea.	\$	31.26
Swale Boulders		ea.	\$	-
Crusher Fines Trail and areas - 4" deep tan crusher fines over weed barrier	2842	sf	\$	2.49
Hammock Activity Area - 4" deep tan crusher fines over weed barrier fabric. Cost for trail shall include all subcut and grading required for use area. Includes crusher fines for cut-through in parking lot and area next to shelter.	6291	sf	\$	2.57
The unit cost for plant material shall include all items necessary to install each plant. For trees this includes the cost for staking, guying, backfill, mulch rings (where required), and soil amendments. For shrubs this shall include the cost of excavating holes to the sizes called out in the plan notes, soil amendments, pre-emergent's, back fill, and mulch rings (when required). Height, caliper, size, quality, etc. stated for all plant material shall be measured and selected in accordance with ANSI Z60.1 - 1996. Refer to technical specifications for additional requirements of the plant material and the contractor's responsibilities. Unit Cost of all plant material shall include a one year warranty. Replacements required by warranty are not limited in number. At time of final acceptance ALL plant material must be in good health and good appearance.				
Catalpa - 2.5" cal (B&B)	7	ea.	\$	604.93
Western Hackberry - 2.5" cal (B&B)	16	ea.	\$	604.92

Skyline Honey Locust - 2.5" cal (B&B)	16	ea.	\$	604.92
Swamp White Oak - 2.5" cal (B&B)	13	ea.	\$	569.91
Greenspire Linden - 2.5" cal (B&B)	10	ea.	\$	674.94
			\$	-
Ponderosa Pine - 8' Ht. (B&B)	1	ea.	\$	683.70
Ponderosa Pine - 10' Ht. (B&B)	5	ea.	\$	1,156.33
Colorado Blue Spruce - 8' Ht. (B&B)	5	ea.	\$	674.94
Colorado Blue Spruce - 10' Ht. (B&B)	6	ea.	\$	981.28
Colorado Blue Spruce - 12' Ht. (B&B)	1	ea.	\$	1,243.85
Southwestern White Pine - 8' Ht. (B&B)	7	ea.	\$	674.94
Southwestern White Pine - 10' Ht. (B&B)	1	ea.	\$	981.28
Southwestern White Pine - 12' Ht. (B&B)	2	ea.	\$	1,375.14
Pinon Pine - 6' Ht. (B&B)	11	ea.	\$	430.84
Pinon Pine - 8' Ht. (B&B)	1	ea.	\$	517.40
Limber Pine - 6' Ht. (B&B)	7	ea.	\$	674.94
Limber Pine - 8' Ht. (B&B)	10	ea.	\$	543.66
Limber Pine - 10' Ht. (B&B)	1	ea.	\$	955.02
Bristlecone Pine - 6' Ht. (B&B)	10	ea.	\$	718.71
Bristlecone Pine - 8' Ht. (B&B)	6	ea.	\$	955.02
Bristlecone Pine - 10' Ht. (B&B)	1	ea.	\$	1,068.80
Ginnala Maple - 6' Clump (B&B)	14	ea.	\$	499.89
Rocky Mountain Glow Maple - 2" Cal. (B&B)	5	ea.	\$	569.91
Thornless Cockspur Hawthorn - 6' Clump (B&B)	1	ea.	\$	499.89
Goldenrain Tree - 2" Cal. (B&B)	5	ea.	\$	517.40
Spring Snow Crabapple - 2" Cal. (B&B)	10	ea.	\$	517.40
Newport Plum - 2" Cal. (B&B)	9	ea.	\$	517.40
Japanese Tree Lilac - 2" Cal. (B&B)	7	ea.	\$	604.93
			\$	-
Creeping Oregon Grape Holly - #5 container	63	ea.	\$	74.53
Adam's Needle - #5 container	55	ea.	\$	60.52
Silver Sagebrush - #5 container	63	ea.	\$	60.52
			\$	-
Bluechip Juniper - #5 container	20	ea.	\$	55.27
Hughes Juniper - #5 container	12	ea.	\$	60.52
Buffalo Juniper - #5 container	33	ea.	\$	55.27
R.H. Montgomery Spruce - #5 container	15	ea.	\$	121.79
Blue Globe Spruce - #5 container	11	ea.	\$	139.30
Spartan Juniper - #5 container	8	ea.	\$	69.28
Medora Juniper - #5 container	11	ea.	\$	92.03
			\$	-
Regent Serviceberry - #5 container	29	ea.	\$	60.52
Leadplant - #5 container	59	ea.	\$	69.28
Little Leaf Mahogany - #5 container	44	ea.	\$	65.77
Rabbitbrush - #5 container	35	ea.	\$	50.02
Dwarf Rabbitbrush - #5 container	41	ea.	\$	65.77
Dwarf Burning Bush - #5 container	46	ea.	\$	56.23
Apache Plume - #5 container	47	ea.	\$	81.88
Dwarf Russian Sage - #5 container	34	ea.	\$	55.27
Cheyenne Mockorange - #5 container	45	ea.	\$	69.28
Gro-Low Sumac - #5 container	48	ea.	\$	51.77
Golden Currant - #5 container	48	ea.	\$	60.52
Austrian Copper Rose, Shrub - #5 container	12	ea.	\$	65.77
Japanese Spirea - #5 container	45	ea.	\$	48.27
Miss Kim Lilac - #5 container	67	ea.	\$	55.27
Mohican Viburnum - #5 container	34	ea.	\$	64.02

First Choice Blue Mist Spirea - #5 container	44	ea.	\$	50.98
			\$	-
Sunset Hyssop - #1 container	19	ea.	\$	29.01
Basket of Gold - #1 container	20	ea.	\$	29.01
Red Valerian - #1 container	78	ea.	\$	29.54
Coral Canyon Twinspur - Bulb	48	ea.	\$	32.52
Zing Rose Dianthus- Bulb	90	ea.	\$	29.01
Purple Coneflower - Bulb	70	ea.	\$	29.01
Blanket Flower - #1 container	11	ea.	\$	28.93
Catmint - #1 container	21	ea.	\$	29.01
Rocky Mountain Penstemon - #1 container	60	ea.	\$	29.01
Goldsturm Black Eyed Susan - #1 container	10	ea.	\$	28.93
May Night Salvia - #1 container	5	ea.	\$	27.18
			\$	-
Feather Reed Grass - #1 container	132	ea.	\$	28.93
Tufted Hairgrass - #1 container	116	ea.	\$	28.23
Maiden Grass - #1 container	116	ea.	\$	30.68
Mexican Feather Grass - #1 container	187	ea.	\$	32.43
Hardy Fountain Grass - #1 container	110	ea.	\$	31.73
Red Switchgrass - #1 container	194	ea.	\$	28.93
			\$	-
Millenium Ornamental Allium - Bulb	109	ea.	\$	29.10

Surfacing and Site Amenities				
Item		Unit	Unit Cost	
Cast-in-Place Concrete Entry Monument, Artwork, Finishes	1	I.s.	\$	33,579.78
Decorative concrete surface treatment - Medium Acid Etched Concrete, (refer to plan for locations).	2195	s.f.	\$	48.66
Decorative concrete - Sandstone Colored, integral 6" Thick, 4,500psi, Broom Finish	916	s.f.	\$	15.13
Standard Grey concrete 6" Thick , 4,500psi, Broom Finish	50488	s.f.	\$	8.21
Fibar Safety Surface	9811	s.f.	\$	10.64
2" Poured-in-place ADA rubber safety surface over 4" compacted aggregate sub-base	3210	s.f.	\$	31.11
Free Standing Concrete Playground Curb	321	I.f.	\$	32.52
Monolithic Concrete Playground Curb	300	I.f.	\$	34.42
6" Concrete Edge	276	I.f.	\$	34.14
4" Thick Natural Stone Steppers		ea.	\$	-
Steel Edger		I.f.	\$	-
ADA Playground Ramp	2	ea.	\$	3,607.42
Sandblasted Stone Slab, includes stain	4	ea.	\$	1,156.15
Memorial Bench	4	ea.	\$	1,970.78
6' Bench w/ Back, Airi, Color:Textured Fern	13	ea.	\$	2,225.33
6' Bench w/ Back, Airi, Color:Textured Orange	8	ea.	\$	2,437.09
8' ADA Picnic Table, Color:Textured Fern	2	ea.	\$	3,769.52
8' ADA Picnic Table, Color:Textured Orange	1	ea.	\$	5,971.88
6' Picnic Table, Color:Textured Orange	1	ea.	\$	5,871.35
6' Picnic Table, Color:Textured Fern	2	ea.	\$	3,668.99
Waste/Recycle Recptacle, Airi, Color: Textured Fern	9	ea.	\$	2,446.88
Waste/Recycle Recptacle, Airi, Color: Textured Orange	1	ea.	\$	6,362.19
Bicycle Rack, Circlebring, Color: Textured Orange	3	ea.	\$	1,846.72
Bicycle Rack, Circlebring, Color: Textured Fern	12	ea.	\$	745.54
Bistro Tables	4	ea.	\$	4,708.60

Pet Station	3	ea.	\$	153.82
Large Shade Structure. (Polygon) 25' x 24' Tri-Leaf Structure. Unit cost shall include all costs associated with manufacturing and installing the shelter, as well as all associated costs with structural design as required to obtain permits for the erection of the shelter.	1	l.s.	\$	115,910.62
Small Shade Structure. (Icon) 13' x 20.75' with cantilever roof. Unit cost shall include all costs associated with manufacturing and installing the shelter, as well as all associated costs with structural design as required to obtain permits for the erection of the shelter.	1	l.s.	\$	54,407.02
Port-o-let Enclosure. Unit cost shall include all costs associated with manufacturing and installing the shelter, as well as all associated costs with structural design as required to obtain permits for the erection of the shelter.	1	l.s.	\$	50,519.49
Hammock Pole, as well as associated costs with structural footing	1	ea.	\$	11,827.61
Bike Repair Station	1	ea.	\$	3,306.79
Playground four-square and hopscotch stenciling	1	l.s.	\$	6,948.72
Basketball Concrete Half-Court w/Surfacing and Striping	1	l.s.	\$	10,053.47
4' Height Metal Fence at Half-Court	60	l.f.	\$	-
Basketball Hoop Kit	1	ea.	\$	2,848.09
Bike Ramp Roller	2	ea.	\$	3,752.19
Bike Ramp Double-Roller	1	ea.	\$	7,463.14
Bike Ramp A-Frame 5.5	1	ea.	\$	2,709.62
Bike Ramp A-Frame 11	1	ea.	\$	3,471.91
Bike Ramp Zig Zag	1	ea.	\$	8,426.36
Bike Ramp 90-Degree Turn	1	ea.	\$	3,095.98
Bike Track Asphalt 5" Depth and Associated Grading	12105	s.f.	\$	3.95
Bike Track Asphalt Boulder Stencils	1	l.s.	\$	10,321.96
Bike Park Obstacle Poles	3	ea.	\$	449.45
Bike Park 2-Rail Fence	0	ea.	\$	-
4" Thick slab on grade at bench locations (refer to plan for locations)	200	s.f.	\$	9.84
18" Height Planter wall, finish, including foundation	274	l.f.	\$	294.51

Play Structures			
Item		Unit	Unit Cost
Large 5-12 Play Structure - Tower Combination	1	l.s.	\$ 526,328.82
Basket Swing - Cloud 9 Swing	1	l.s.	\$ 12,647.27
Kids Bounce Trampoline	1	l.s.	\$ 15,998.03
2-5 Play Structure	1	l.s.	\$ 41,551.59
Sensory Play Panel	1	l.s.	\$ 6,714.54
3.5 Bay Arch Swings	1	l.s.	\$ 17,052.62

BASE BID TOTAL \$ 4,758,077.00

Baseball Field With Artificial Turf - Alternate 001			
Civil and Site Work			
Item	Quantity	Unit	Unit Cost
Rough Grading as shown on plans	1	l.s.	\$ 18,382.74
Over-excavation	1	l.s.	\$ -
Soil Import - Assuming some on-site soils can't be reused.	1	ton	\$ 28.69

Strip and stockpile of existing topsoil	1	l.s.	\$	2,873.91
Erosion Control (Installation, Maintenance, management of erosion control devices including maintaining tracking pads) Note: Construction Fencing to be chain-link.	1	l.s.	\$	4,590.60
RCP Storm Pipe (15")	0	l.f.	\$	-
RCP Storm FES (15")	0	ea.	\$	-
Rip Rap (Type VL, D ₅₀ =6", Depth = 12")	0	c.y	\$	-
ScourStop Swale Reinforcement	0	s.f.	\$	-

Electrical and Lighting				
Item	Quantity	Unit	Unit Cost	
Empty conduit/Pull Boxes Rough-In	1	l.s.	\$	15,028.70
Trench & Backfill (For Rough-In)	1	l.s.	\$	5,498.72

Irrigation Improvements:				
Item	Quantity	Unit	Unit Cost	
Irrigation System Associated with Alternate 001	1	l.s.	\$	1,946.23
Irrigation shall be bid as a single line item. All supplemental unit pricing shall be completed. Irrigation unit pricing will be used for the basis of addition or deletions to the contract.				
2" Class 200 BE PVC mainline (Potable) at 24" depth	1120	l.f.	\$	2.53
4" Class 200 RT PVC mainline (Purple) at 24" depth	600	l.f.	\$	17.14
2.5" and less Gate valve with gravel sump and valve box		ea.	\$	-
Rain Bird quick coupling valve with swing joint assembly and valve box (with yellow cover) (#5LRC)	8	ea.	\$	276.05
6" Class 200 PVC sleeving at 24" depth	80	l.f.	\$	14.47
2" Class 200 PVC sleeving at 24" depth	1	ea.	\$	613.59
Rain Bird 12" Pop-up spray head with RVAN nozzle and swing joint assembly (1812-SAM-PRS with 1800-NPCAP)	51	ea.	\$	36.02
4" Rain Bird gear driven rotor with Standard nozzle and 3/4" swing joint assembly (5004-PL-PC,FC-SAM-PRS)	27	ea.	\$	43.52
6" Rain Bird gear driven rotor with Standard nozzle and 3/4" swing joint assembly (5004-PL-PC,FC-SAM-PRS)	27	ea.	\$	55.48
4" Rain Bird gear driven rotor with Standard nozzle with 12" SCH80 PVC riser assembly (6504)	15	ea.	\$	74.31
#14 AWG UFUL direct burial wire	2500	l.f.	\$	0.23
#12 AWG UFUL direct burial wire	2500	l.f.	\$	0.23
2.5" Class 200 BE PVC lateral	160	l.f.	\$	2.88
2" Class 200 BE PVC lateral	300	l.f.	\$	2.19
1.5" Class 200 BE PVC lateral	1	ea.	\$	465.67
1" Class 200 BE PVC lateral	1	ea.	\$	2,576.09
Drip line blow out stub (and operational indicator) with valve box and gravel sump	0	ea.	\$	-
Drip emitters with emitter stakes and micro-tubing		ea.	\$	-
Toro - Blue Stripe - 3/4" poly drip tubing at 12" depth	660	l.f.	\$	0.51
Rain Bird 1 1/2" Control valve with gravel sump, riser assembly, ball valve and valve box (with purple cover) (PESB Series)	1	ea.	\$	406.94
Rain Bird 2" Control valve with gravel sump, riser assembly, ball valve and valve box (with purple cover) (PESB Series)	6	ea.	\$	479.48

Landscape Improvements				
Item	Quantity	Unit	Unit Cost	

Dryland Native Seed (Irrigated) - Include tilling, preliminary weed control, soil preparation, and fine grading. Seed mixture and soil preparation are described in the technical specifications.	14244	s.f.	\$ 0.18
Dryland Native Seed (Temporarily Irrigated) - Include tilling, preliminary weed control, soil preparation, and fine grading. Seed mixture and soil preparation are described in the technical specifications.	32897	s.f.	\$ 0.10
			\$ -
Catalpa - 2.5" cal (B&B)	2	ea.	\$ 611.42
Western Hackberry - 2.5" cal (B&B)	5	ea.	\$ 611.42
Skyline Honey Locust - 2.5" cal (B&B)		ea.	\$ -
Swamp White Oak - 2.5" cal (B&B)	3	ea.	\$ 576.04
			\$ -
Ginnala Maple - 6' Clump (B&B)	2	ea.	\$ 505.27
Thornless Cockspur Hawthorn - 6' Clump (B&B)	2	ea.	\$ 505.27
Goldenrain Tree - 2" Cal. (B&B)	2	ea.	\$ 522.96
			\$ -
Ponderosa Pine - 8' Ht. (B&B)	2	ea.	\$ 691.04
Colorado Blue Spruce - 8' Ht. (B&B)	2	ea.	\$ 682.19
Colorado Blue Spruce - 10' Ht. (B&B)	1	ea.	\$ 991.82
Southwestern White Pine - 8' Ht. (B&B)	3	ea.	\$ 682.20
Pinon Pine - 8' Ht. (B&B)	6	ea.	\$ 435.47
Bristlecone Pine - 6' Ht. (B&B)	2	ea.	\$ 726.43

Surfacing and Site Amenities			
Item		Unit	Unit Cost
Standard Grey concrete 6" Thick , 4,500psi, Broom Finish	13187	s.f.	\$ 8.91
Synthetic Turf - Color: Standard Green	46000	s.f.	\$ 8.36
Synthetic Turf Base Path - Color: Clay	2000	s.f.	\$ 8.37
Player Dugout. Unit cost shall include all costs associated with manufacturing and installing the shelter, as well as all associated costs with structural design as required to obtain permits for the erection of the shelter.	1	l.s.	\$ 55,206.12
Hooded Backstop, as well as associated costs with structural footing	1	l.s.	\$ 22,281.17
8' Height Chainlink Fence	875	l.f.	\$ 69.34
8' Height Gate	1	ea.	\$ 956.38
Fence Kickboard	1	ea.	\$ 2,390.94
Spectator Bleachers	2	ea.	\$ 4,173.06
Player's Benches	2	ea.	\$ 2,653.62
Baseball Base Set and Homeplate Anchor Kit	4	ea.	\$ 400.78
Pet Station	3	ea.	\$ 155.47
Waste/Recycle Recptacle, Airi	2	ea.	\$ 3,004.62

ALTERNATE-001 TOTAL \$ 780,712.00

Plumbed Restroom - Alternate 002			
Civil and Site Work			
Item	Quantity	Unit	Unit Cost

1" Domestic Water Meter and Pit		ea.	\$	-
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Electrical and Lighting			
Item	Quantity	Unit	Unit Cost
Electrical Distribution to Restroom	1	I.s.	\$ 3,611.51
Trench & Backfill (For Rough-In)	1	I.s.	\$ 999.62
Power & Lighting (Fixtures, Devices, Conduit & Wire per Manufacturer's Electrical Drawings)	1	I.s.	\$ 1,226.59

Surfacing and Site Amenities			
Item	Quantity	Unit	Unit Cost
Restroom Enclosure. (Romtec) 16.75' x 18.75'. Unit cost shall include all costs associated with manufacturing and installing the shelter, as well as all associated costs with structural design as required to obtain permits for the erection of the shelter.	1	I.s.	\$ 94,552.87
Waste/Recycle Recptacle, Airi	2	ea.	\$ 2,804.31
Drinking Fountain	2	ea.	\$ 2,008.39

ALTERNATE 002 TOTAL \$ 110,016.00

Pickleball Court - Alternate 003			
Civil and Site Work			
Item	Quantity	Unit	Unit Cost
Rough Grading as shown on plans	1	I.s.	\$ 23,909.40
Over-excavation	1	I.s.	\$ 16,736.58
Soil Import - Assuming some on-site soils can't be reused.	1	ton	\$ 31.08
Strip and stockpile of existing topsoil	1	I.s.	\$ 2,151.85
Erosion Control (Installation, Maintenance, management of erosion control devices including maintaining tracking pads) Note: Construction Fencing to be chain-link.	1	I.s.	\$ 11,954.70

Electrical and Lighting			
Item	Quantity	Unit	Unit Cost
Empty Conduit/ Pull Boxes Rough-In	1	I.s.	\$ 5,858.28
Trench & Backfill (For Rough-In)	1	I.s.	\$ 3,173.49

Irrigation Improvements:			
Item	Quantity	Unit	Unit Cost
Irrigation System Associated with Alternate 003	1	I.s.	\$ -
Irrigation shall be bid as a single line item. All supplemental unit pricing shall be completed. Irrigation unit pricing will be used for the basis of addition or deletions to the contract.			
2" Class 200 BE PVC mainline (Potable) at 24" depth	120	I.f.	\$ 2.53
4" Class 200 RT PVC mainline (Purple) at 24" depth	300	I.f.	\$ 2.53
2.5" and less Gate valve with gravel sump and valve box	0	ea.	\$ -

Rain Bird quick coupling valve with swing joint assembly and valve box (with yellow cover) (#5LRC)	1	ea.	\$	54.85
8" Class 200 PVC sleeving at 24" depth		l.f.	\$	-
4" Class 200 PVC sleeving at 24" depth		l.f.	\$	-
2" Class 200 PVC sleeving at 24" depth		l.f.	\$	-
Rain Bird 12" Pop-up spray head with RVAN nozzle and swing joint assembly (1812-SAM-PRS with 1800-NPCAP)		ea.	\$	-
4" Rain Bird gear driven rotor with Standard nozzle and 3/4" swing joint assembly (5004-PL-PC,FC-SAM-PRS)		ea.	\$	-
6" Rain Bird gear driven rotor with Standard nozzle and 3/4" swing joint assembly (5006-PL-PC,FC-SAM-PRS)		ea.	\$	-
4" Rain Bird gear driven rotor with Standard nozzle with 12" SCH80 PVC riser assembly (6504)		ea.	\$	-
#14 AWG UFUL direct burial wire		l.f.	\$	-
#12 AWG UFUL direct burial wire		l.f.	\$	-
2.5" Class 200 BE PVC lateral		l.f.	\$	-
2" Class 200 BE PVC lateral		l.f.	\$	-
1.5" Class 200 BE PVC lateral		l.f.	\$	-
1" Class 200 BE PVC lateral		l.f.	\$	-
Drip line blow out stub (and operational indicator) with valve box and gravel sump		ea.	\$	-
Drip emitters with emitter stakes and micro-tubing		ea.	\$	-
Toro - Blue Stripe - 3/4" poly drip tubing at 12" depth		l.f.	\$	-
Rain Bird 1 1/2" Control valve with gravel sump, riser assembly, ball valve and valve box (with purple cover) (PESB Series)		ea.	\$	-
Rain Bird 2" Control valve with gravel sump, riser assembly, ball valve and valve box (with purple cover) (PESB Series)		ea.	\$	-

Landscape Improvements				
Item		Unit	Unit Cost	
Dryland Native Seed (Irrigated) - Include tilling, preliminary weed control, soil preparation, and fine grading. Seed mixture and soil preparation are described in the technical specifications.		s.f.	\$	-
Dryland Native Seed (Temporarily Irrigated) - Include tilling, preliminary weed control, soil preparation, and fine grading. Seed mixture and soil preparation are described in the technical specifications.		s.f.	\$	-
Shrub Bed Soil Preparation - Include in unit cost fine grading, tilling, compost (and other soil amendments as defined in technical specifications).		s.f.	\$	-
Wood Mulch at 4" depth for perennial beds, ornamental grasses, and tree rings. Wood mulch shall be double shredded cedar bark mulch often referred to as "Gorilla Hair". No weed fabric.		s.f.	\$	-
Local River Rock 1-1/2" - 4" depth for shrub beds. Include weed fabric.		s.f.	\$	-
			\$	-
Western Hackberry - 2.5" cal (B&B)	2	ea.	\$	611.42
Swamp White Oak- 2.5" cal (B&B)	1	ea.	\$	576.04
Greenspire Linden- 2.5" cal (B&B)	2	ea.	\$	682.19
			\$	-
Ginnala Maple - 6' Clump (B&B)	2	ea.	\$	505.27
Rocky Mountain Glow Maple - 2" Cal. (B&B)	1	ea.	\$	576.04
Thornless Cockspur Hawthorn - 6' Clump (B&B)	1	ea.	\$	505.27
Goldenrain Tree - 2" Cal. (B&B)	2	ea.	\$	522.96

			\$	-
Ponderosa Pine - 6' Ht. (B&B)	1	ea.	\$	576.12
Ponderosa Pine - 8' Ht. (B&B)	1	ea.	\$	691.04
Ponderosa Pine - 10' Ht. (B&B)	3	ea.	\$	389.58
Limber Pine - 8' Ht. (B&B)	4	ea.	\$	574.93
Bristlecone Pine - 8' Ht. (B&B)	1	ea.	\$	611.42
			\$	-
Regent Serviceberry - #5 container	10	ea.	\$	61.17
Dwarf Rabbitbrush - #5 container	5	ea.	\$	156.71
Dwarf Burning Bush - #5 container	6	ea.	\$	56.84
Apache Plume - #5 container	3	ea.	\$	210.07
Cheyenne Mockorange - #5 container	6	ea.	\$	70.02
Golden Currant - #5 container	3	ea.	\$	61.18
Austrian Copper Rose, Shrub - #5 container	8	ea.	\$	66.48
Japanese Spirea - #5 container	9	ea.	\$	48.79
Miss Kim Lilac - #5 container	3	ea.	\$	55.87
			\$	-
Hughes Juniper - #5 container	8	ea.	\$	61.17
			\$	-
Rocky Mountain Penstemon - #1 container	17	ea.	\$	29.33
Goldsturm Black Eyed Susan - #1 container	8	ea.	\$	29.24
May Night Salvia - #1 container	8	ea.	\$	27.47
			\$	-
Feather Reed Grass - #1 container	9	ea.	\$	29.24
Maiden Grass - #1 container	12	ea.	\$	31.01
Hardy Fountain Grass - #1 container	5	ea.	\$	32.07
Red Switchgrass - #1 container	13	ea.	\$	29.24

Surfacing and Site Amenities			
Item		Unit	Unit Cost
Pickleball court slab, court striping, court fencing and court surfacing. Unit cost shall include all costs associated with manufacturing and installing a fully functional pickleball court, as well as all associated costs with post-tensioned design as required to obtain permits and construct.	1	l.s.	\$ 163,797.64
Standard Grey concrete 6" Thick , 4,500psi, Broom Finish	4860	s.f.	\$ 8.27
Steel Edger		l.f.	\$ -
6' Bench w/ Back, Airi	3	ea.	\$ 3,825.50
Waste/Recycle Recptacle, Airi	2	ea.	\$ 2,988.68
Bistro Tables	3	ea.	\$ 5,499.16
Pet Station	1	ea.	\$ 155.47

ALTERNATE 003 TOTAL \$ 321,261.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2021

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team PHONE (A/C, No, Ext): 303-534-4567 FAX (A/C, No): E-MAIL ADDRESS: DenAccountTechs@imacorp.com
INSURED White Construction Group Ltd. PO Box 97 Castle Rock, CO 80104-4005	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Travelers Property Casualty Co INSURER C: The Continental Insurance Comp INSURER D: *Pinnacol Assurance INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 620811814**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 PD DED. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6078836947	8/1/2020	8/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6078836950	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6078836964	8/1/2020	8/1/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	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 <input checked="" type="checkbox"/> N	N/A	3497678	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Leased & Rented Equipment No Exclusion for Boom or Overload			QT6606J775962TIL20	8/1/2020	8/1/2021	Limit \$250,000 SPC Form/RC

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

Builders Risk Coverage: Policy #6081611136
Effective Dates: 08/01/20-08/01/21 Insurer: Continental Casualty Company
\$5,000,000 Any One Location Frame/Joisted Masonry Limit; \$15,000,000 Any One Location(All Other) Limit;
\$500,000 Temporary Location/Transit Limit; \$1,000 Deductible; SPC Form/RC
\$5,000,000 Earthquake (Moderate) Sub Limit; \$50,000 Deductible
\$10,000,000 Earthquake (Low) Sub Limit; \$25,000 Deductible
\$5,000,000 Flood Zone B, X Shaded Limit; \$50,000 Deductible
\$10,000,000 Flood Zone C, X Unshaded Limit; \$10,000 Deductible
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Castle Rock
8571 Castle Oaks Drive
Castle Rock CO 80108

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 IMA, Inc. - Colorado Division		NAMED INSURED White Construction Group Ltd. PO Box 97 Castle Rock, CO 80104-4005
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

Pollution Liability Coverage: Policy# PEC0047988

Effective Dates: 08/01/20 - 08/01/21 Insurer: Indian Harbor Insurance Company
\$2,000,000 Per Loss Limit; \$2,000,000 Annual Aggregate; \$25,000 Deductible

Professional Liability Coverage: Policy #PEC0047988

Effective Dates: 08/01/20 - 08/01/21 Insurer: Indian Harbor Insurance Company
\$2,000,000 Per Loss Limit; \$2,000,000 Annual Aggregate; \$25,000 Deductible
Claims Made

Unscheduled Contractors Equipment Coverage: Policy #QT6606J775962TIL20

Effective Dates: 08/01/20-08/01/21 Insurer B: See Above
\$168,000 Limit; \$1,000 Deductible
SPC Form

Automobile Physical Damage Coverage: Policy #6078836950

Effective Dates: 08/01/20-08/01/21 Insurer C: See Above
\$2,000 Comprehensive Deductible; \$2,000 Collision Deductible

No XCU Exclusions.

RE: Cobblestone Ranch Phase One; Project #21008.

Town of Castle Rock, its officers and employees, Owner, and Architects are included as Additional Insured on the General Liability, Automobile Liability, and Umbrella Liability policies if required by written contract or agreement and with respect to work performed by Insured, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Automobile Liability, and Umbrella Liability policies subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder on the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies if required by written contract or agreement and with respect to work performed by Insured, subject to the policy terms and conditions. The Umbrella Liability policy is excess of the General Liability, Automobile Liability, and Employers Liability policies.



Contractors' General Liability Extension Endorsement

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

TABLE OF CONTENTS

- | |
|---|
| 1. Additional Insureds |
| 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance |
| 3. Bodily Injury – Expanded Definition |
| 4. Broad Knowledge of Occurrence/ Notice of Occurrence |
| 5. Broad Named Insured |
| 6. Broadened Liability Coverage For Damage To Your Product And Your Work |
| 7. Contractual Liability - Railroads |
| 8. Electronic Data Liability |
| 9. Estates, Legal Representatives and Spouses |
| 10. Expected Or Intended Injury – Exception for Reasonable Force |
| 11. General Aggregate Limits of Insurance – Per Project |
| 12. In Rem Actions |
| 13. Incidental Health Care Malpractice Coverage |
| 14. Joint Ventures/Partnership/Limited Liability Companies |
| 15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control |
| 16. Liquor Liability |
| 17. Medical Payments |
| 18. Non-owned Aircraft Coverage |
| 19. Non-owned Watercraft |
| 20. Personal And Advertising Injury – Discrimination or Humiliation |
| 21. Personal And Advertising Injury - Contractual Liability |
| 22. Property Damage - Elevators |
| 23. Supplementary Payments |
| 24. Unintentional Failure To Disclose Hazards |
| 25. Waiver of Subrogation – Blanket |
| 26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs |



Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

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

A. Controlling Interest

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

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

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

B. Co-owner of Insured Premises

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

C. Lessor of Equipment

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

D. Lessor of Land

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



Contractors' General Liability Extension Endorsement

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

E. Lessor of Premises

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

F. Mortgagee, Assignee or Receiver

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

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

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

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

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

The coverage granted by this paragraph does not apply to:

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

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

H. Trade Show Event Lessor

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



Contractors' General Liability Extension Endorsement

b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

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

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

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

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

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

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

A. BROAD KNOWLEDGE OF OCCURRENCE

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

B. NOTICE OF OCCURRENCE

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

5. BROAD NAMED INSURED

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

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



Contractors' General Liability Extension Endorsement

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

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

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

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.
6. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**
- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY



Contractors' General Liability Extension Endorsement

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

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.

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

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

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **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.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

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.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses**



Contractors' General Liability Extension Endorsement

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

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

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

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. 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 shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been 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.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

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

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

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

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
 - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
 - i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
 - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
 - iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

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

Dishonesty or Crime

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

Medicare/Medicaid Fraud



Contractors' General Liability Extension Endorsement

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

Services Excluded by Endorsement

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

C. DEFINITIONS is amended to:

i. add the following definitions:

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

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

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

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

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

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

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

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

a. add the following:

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

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



Contractors' General Liability Extension Endorsement

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

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

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

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

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

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

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

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

Other Insurance

b. Excess Insurance

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

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

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

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

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

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL



Contractors' General Liability Extension Endorsement

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

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

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

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.



Contractors' General Liability Extension Endorsement

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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

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

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

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

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

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or



Contractors' General Liability Extension Endorsement

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

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

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

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

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

19. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

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

This insurance does not apply to:

Knowing Violation of Rights of Another

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

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



Contractors' General Liability Extension Endorsement

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

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

Premises Related Discrimination

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

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

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

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

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



Contractors' General Liability Extension Endorsement

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

25. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:



Contractors' General Liability Extension Endorsement

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

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

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. 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.

- 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 15 days.

- 2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.

- 3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- 4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

- 5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

- e. Such physical damage coverage for hired "autos" will:

- (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

- (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."
- Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:
- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar

governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

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

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraph B.7.b.(5) is revised to provide:

- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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

POLICY NUMBER:
6078836950

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
White Construction Group, Ltd.

Endorsement Effective Date:
08/01/2020 08/01/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU
ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO
OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #021

This endorsement, effective 12:01 a.m., August 1, 2020 forms a part of Policy No. PEC004798804 issued to WHITE CONSTRUCTION GROUP LTD. by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED DEFINITION AMENDMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

PROFESSIONAL AND CONTRACTOR'S POLLUTION LEGAL LIABILITY POLICY

Section II. Definitions, I. INSURED, 2. is deleted in its entirety and replaced with the following:

2.W ith regard to Coverage B.1. JOB SITE – Occurrence, Coverage B. 4. TRANSPORTATION, and Coverage B.5. NON-OWNED DISPOSAL SITE only, as set forth in Section I. Insuring Agreements, the CLIENT and any other person or organization as required by written contract, but only:

- a.i f the NAMED INSURED is required to include the CLIENT or other person or organization as an additional INSURED in a written contract in effect during the POLICY PERIOD and signed by the NAMED INSURED prior to the first commencement of the POLLUTION CONDITION; and
- b.w ith respect to the CLIENT's or other person or organization's liability resulting from CONTRACTING SERVICES rendered by or on behalf of the NAMED INSURED.

Any insurance afforded to the CLIENT or other person or organization as required by written contract under the terms and conditions of this Policy, will be limited to the lesser of the amount of the limits of liability required by such written contract and the Limits of Liability under this Policy. In no event will the Company be liable for any amounts in excess of the Limits of Liability shown in Item (3) and Item (4) of the Declarations.

All other terms and conditions remain the same.

3. With regard to Coverage B – Contractor’s Pollution Legal Liability, as set forth in Section I. Insuring Agreements, this insurance is primary except when Section VIII.K.4. and Section VIII.K.5. apply.
 4. With regard to RESTORATION COSTS, this insurance is excess over any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.
 5. This insurance is excess over any other valid and collectible insurance available to the INSURED under a project specific insurance policy, contractor controlled insurance program, owner controlled insurance program, consolidated (wrap-up) insurance program or any other similar insurance or program, whether such other insurance or program is stated to be primary, contributory, excess, contingent or otherwise.
 6. Where other valid and collectible insurance is available to the INSURED and is also primary, the Company’s obligation to the INSURED is as follows:
 - a. If other primary insurance permits contribution by equal shares, the Company will also follow this method. Under this method, each Insurer contributes equal amounts until it has paid the applicable limit of insurance or none of the loss remains, whichever comes first; or
 - b. If any other insurance does not permit contribution by equal shares, the Company will contribute pro-rata by limits. Under this method, each Insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all primary Insurers.
- L. Severability** -- Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this Policy to the NAMED INSURED listed in Item (1) of the Declarations, this insurance applies: (i) as if each NAMED INSURED were the only NAMED INSURED; and (ii) separately to each INSURED against whom a CLAIM is made.
- M. Sole Agent** -- The NAMED INSURED listed in Item (1) of the Declarations will act on behalf of all INSURED(s) for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section V. Extended Reporting Period, B. Optional Extended Reporting Period.
- N. Subrogation** -- In the event of any payment under this Policy, the Company will be subrogated to all of the INSURED’s rights of recovery against any person or organization and the INSURED will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED will do nothing at any time to prejudice the Company’s subrogation rights.

However, the Company waives its right(s) of recovery against any person or organization if and to the extent the NAMED INSURED has agreed to waive its right(s) of recovery against such person or organization in a written contract signed by the NAMED INSURED prior to: (i) the act, error or omission in PROFESSIONAL SERVICES out of which the CLAIM or request for MITIGATION EXPENSE arises under Section I. Insuring Agreements, A. Coverage A - Professional Liability; or (ii) the first commencement of a POLLUTION CONDITION out of which the CLAIM or request for EMERGENCY REMEDIATION EXPENSE arises under Section I. Insuring Agreements, B. Coverage B – Contractor’s Pollution Legal Liability.

NCCI #: WC000313B
Policy #: 3497678

Ash & White Construction Co dba White
PO Box 97
Castle Rock, CO 80104

IMA, Inc
1705 17th Street
Suite 100
Denver, CO 80202
(303) 534-4567

ENDORSEMENT: Blanket Waiver of Subrogation

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

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: August 1, 2020 Expires on: August 1, 2021
Pinnacol Assurance has issued this endorsement

Center of Excellence
Phone (303) 361-4550 / (888) 852-2269
Fax (303) 361-5550 / (888) 329-2213