



**TOWN OF CASTLE ROCK
PROFESSIONAL SERVICES AGREEMENT
(Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project)**

DATE: July 21, 2026

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town").

PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC., a Colorado corporation, 300 Plaza Drive, Suite 320, Highlands Ranch, Colorado 80129 ("Consultant").

RECITALS:

I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The Town hereby engages Consultant pursuant to its Sole Source policy to provide the services more fully described in the following Agreement and Exhibits.

TERMS:

1. **Scope of Services.** Consultant shall provide all of the services as set forth on *Exhibit 1* ("Services"). Consultant shall complete the Services consistent with standards and practices of the profession.

2. **Payment.** Consultant shall invoice Town on a monthly basis for the Services rendered in accordance with the rate and fee schedule set forth in *Exhibit 1*. The Town may withhold payment, in whole or in part, for the Services found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations ("Disputed Services"). The Town shall not be required to pay for Disputed Services until the dispute is resolved. Subject to the foregoing, the Town shall remit payment to Consultant, whether in whole or in part, within thirty (30) days of receipt of such invoice. In no event shall the total payment to Consultant for the Services rendered under this Agreement exceed \$1,717,366.00, unless authorized by execution of a written amendment to this Agreement by both Parties.

3. **Term.** The term of this Agreement shall commence on July 22, 2026 and expire on December 31, 2027 (the "Term"). The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to the expiration of this Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement.



Consultant shall complete any Services in progress as of the expiration date. Consultant shall devote adequate resources to assure timely completion of the Services in accordance with the standards specified in this Agreement. Consultant shall perform the Services under this Agreement using a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

4. **Termination.** Town shall have the right to terminate this Agreement with or without cause at any time with ten (10) days' written notice to Consultant. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. Upon termination, Consultant shall immediately turn over all work product, materials, and deliverables created up to the point of termination.

5. **Subcontractors.** Consultant may utilize subcontractors to assist with specialized services as necessary to complete the Services. Consultant will submit any proposed subcontractor and the description of subcontractor services to the Town for its prior approval.

6. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

7. **Assignment.** This Agreement shall not be assigned by Consultant without the written consent of the Town.

8. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

9. **Insurance.**

A. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VII" or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from



the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an “insured contract” under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

B. Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as *Exhibit 2*, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant’s breach of this Agreement or of any of the Town’s rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability and Automobile Liability, Consultant and subcontractor’s insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, with exception of Professional Liability, Consultant’s insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

E. Subcontractors: Consultant shall confirm and document that all subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.



F. **Workers' Compensation and Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

H. **Automobile Liability:** Consultant shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Consultant shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years after the completion of the services.

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

11. **Indemnification.** Consultant expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing Services pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

13. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral



or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

14. **Time of the Essence.** If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper.

15. **Default and Remedies.** In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies, subject to the following limitations on damage, and recover its reasonable attorney's fees and costs in such legal action. No Party will be entitled to lost profits or incidental, consequential, punitive or exemplary damages in the event of a default.

16. **Waiver.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

17. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, and fiscal rules of the Town.

18. **Americans with Disabilities Act.** Consultant agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of the Colorado Anti-Discrimination Act, Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act and the Architectural Barriers Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

19. **No Discrimination in Employment.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Consultant shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Consultant shall insert the foregoing provision in any subcontracts hereunder.



20. **Title VI Compliance.** To the extent applicable, Consultant shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

21. **Advertising and Public Disclosure.** Consultant shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

22. **Ownership of Documents, Open Records, and Copyright.** Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright or made confidential or protected in any manner unless authorized by the Town. Other materials, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. However, Consultant acknowledges and understands that the Town is subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted, confidential or protected material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used in connection with the Services.

Consultant warrants that all Services or Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Consultant shall not utilize any protected patent, trademark or copyright in performance of the Work or Services unless Consultant has obtained proper permission and all licenses, releases and other necessary documents. Consultant releases, defends, indemnifies and holds harmless the Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of the Work or Services under this Agreement which infringes upon any patent, trademark or copyright protected by law. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

23. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Consultant and bind their respective entities. This Agreement is executed and made effective as provided above.

24. **Digital Accessibility.** Consultant shall be responsible for ensuring that all deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement comply with Colorado law governing digital accessibility, including but not necessarily limited to at a minimum conforming with the current Web Content Accessibility



Guidelines (“WCAG”) followed by the State of Colorado. In addition, Consultant shall provide the Town with an accessibility conformance report explaining how such deliverables, work, services, or equipment conform to the WCAG. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Consultant releases, defends, indemnifies and holds harmless Town, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, said failure. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

25. **Independent Contractor.** Consultant and the Town hereby represent that Consultant is an independent contractor for all purposes hereunder. Consultant is not covered by any worker’s compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

26. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

28. **Licenses/Taxes.** Consultant affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Consultant shall be solely responsible for paying all applicable taxes associated with or arising out of this Agreement.

29. **Confidentiality.** Consultant agrees that it shall treat as confidential all information provided by the Town regarding the Town’s business and operations. All confidential information provided by the Town hereto shall be used by Consultant solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any



auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

30. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing Consultant's Certificate of Insurance; and (3) Exhibit containing Scope of Services and Fee Schedule.

ATTACHED EXHIBITS:

EXHIBIT 1 – SCOPE OF SERVICES AND FEE SCHEDULE

EXHIBIT 2 – CONSULTANT'S CERTIFICATE OF INSURANCE

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Mark Marlowe, Director, Castle Rock Water

CONSULTANT:

PROVIDENCE INFRASTRUCTURE CONSULTANTS, INC.

By:

(Signature)

Daniel Rice

(Print Name)

Its:

Vice President

(Title)

EXHIBIT 1

SCOPE OF SERVICES AND FEE SCHEDULE

Exhibit __ Castle Rock Water Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project - Cost to Complete Work Package Summary						
Task Descriptions	Design,Pricing, Construction Packages					
	South Phase RR and CDOT Permitting	South Phase	Central Phase	North Phase	RHR Inlet/ Outlet	Pump Station
	100	200	300	400	500	600
Design Duration (Months)	1	5	6	6	2	5
Construction Duration (Months)		3	10	10	3	12
Project Management, Meetings, Property Owner Support	\$7,065	\$30,433	\$56,879	\$40,873	\$14,579	\$26,274
Permitting / Approvals	\$12,459	\$81,532	\$42,747	\$22,118	\$23,334	\$18,836
Update, Revise, Finalize Drawings and Specs	\$26,179	\$51,348	\$77,058	\$78,653	\$41,491	\$106,931
Pre-Construction and Pricing Support		\$9,361	\$21,420	\$25,338	\$8,746	\$23,997
Construction and Close Out Support		\$121,866	\$196,809	\$172,641	\$68,811	\$309,589
Totals	\$45,702	\$294,540	\$394,913	\$339,622	\$156,960	\$485,629

Exhibit __
Castle Rock Water
Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project -
SOUTH PHASE UPRR AND CDOT PERMITTING SUPPORT
Work Breakdown Structure Fee Estimate

Project Task	Task Descriptions	Personnel Hours									PIC Budget		Sub Consultants	Project Totals	Notes
		Project Manager / Principal Engineer	Assistant Project Manager Senior Engineer	QA/QC/ Senior Engineer IV	Project Engineer / Staff Engineer II	Project Engineer / Staff Engineer I	Senior Technical Support Senior Engineer II	Senior CAD Designer 1	CAD II	Total Hours	Providence Labor	PIC Total	Geotechnical Engineering (GEI)		
TASK SERIES 100 -SOUTH PHASE UPRR AND CDOT PERMITTING SUPPORT															
100	Project Management (1 month, 5 weeks)										\$ 5,708	\$ 1,357	\$ 7,065		
100.1	Invoicing, Reporting, Miscellaneous Undefined Coordination (4 hrs/wk, 20)	5	5		5	5				20	\$ 3,752	\$ 3,752	\$ 353	\$ 4,105	Efforts to be completed in 5 weeks
100.2	Bi-Weekly Virtual Progress Meetings (2)	4	4							8	\$ 1,956	\$ 1,956	\$ 1,003	\$ 2,960	2 scheduled bi-weekly meetings
101	Permitting / Approvals										\$ 10,744	\$ 1,715	\$ 12,459		
101.1	UPRR Wireline Permit	1	8		12				8	29	\$ 4,817	\$ 4,817		\$ 4,817	PIC will lead UPRR permit efforts after receiving HDD design info from GEI. CRW will be the permittee.
101.2	CDOT Utility / Special Use Permit	1	8		12				16	37	\$ 5,927	\$ 5,927	\$ 1,715	\$ 7,642	PIC will support CDOT permit efforts in coordination w/ GEI. CRW will be the permittee
102	Update & Prepare of D/B Drawings and Specifications										\$ 8,214	\$ 17,965	\$ 26,179		
102.2	Update and Redesign HDD Plan and Profile Drawings (2)	2	3	2	5	6	2	12	12	44	\$ 7,176	\$ 7,176	\$ 16,965	\$ 24,141	GEI HDD design, provide info to PIC for developing drawings for use on the UPRR and CDOT permitting efforts
102.5	HDD Detail (1)		2					2	2	6	\$ 1,038	\$ 1,038	\$ 1,000	\$ 2,038	A single detailed section of the HDD design will be developed for permitting purposes.
											\$ 24,665	\$ 21,037	\$ 45,702		

Exhibit __
Castle Rock Water
Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project -
SOUTH PHASE FINAL DESIGN, PERMITTING, PRE-CONSTRUCTION, AND CONSTRUCTION SUPPORT
Work Breakdown Structure Fee Estimate

Project Task	Task Descriptions	Personnel Hours								PIC Budget			Sub Consultants		Project Totals	Notes	
		Project Manager / Principal Engineer	Assistant Project Manager Senior Engineer	QA/QC/ Senior Engineer IV	Project Engineer / Staff Engineer II	Project Engineer / Staff Engineer I	Senior Technical Support Senior Engineer II	Senior CAD Designer 1	CAD II	Total Hours	Providence Labor	Expenses	PIC Total	Geotechnical Engineering (GEI)			Environmental (ERO)
TASK SERIES 200 -SOUTH PHASE FINAL DESIGN / PRE-CONSTRUCTION AND CONSTRUCTION SUPPORT																	
200	Project Management (5 months, 22 weeks)											\$ 26,274	\$ 4,159	\$ -	\$ 30,433		
200.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	22	22		22	22				88	\$ 16,507	\$ 16,507	\$ 1,456		\$ 17,963	Covers PIC's invoicing and response / support of non-scoped items	
200.2	Bi-Weekly Virtual Progress Meetings (10)	10	10							20	\$ 4,891	\$ 4,891	\$ 2,703		\$ 7,594	Assumes brief 1 hour virtual meetings focused on design not easement acquisition w/ email summary	
200.3	Property Owner Coordination / Easement Support (3)	6	8	1	6				3	24	\$ 4,876	\$ 4,876			\$ 4,876	Assumes limited support involving CRDC, Findlay, and Gayfeather (total 8 hrs / property)	
201	Permitting / Approvals											\$ 14,641	\$ -	\$ 66,891	\$ 81,532		
201.1	PC Environmental Evaluations and Permitting Support	1	1		24					26	\$ 3,928	\$ 3,928		\$ 40,084	\$ 44,012	Involves NR Assmt / Report for Project, CDOT support, PCN, and DCHCP compliance support	
201.2	National Historic Preservation Act Compliance for Project	1	1		14					16	\$ 2,495	\$ 2,495		\$ 26,807	\$ 29,302	If Fed Funding involved, NHPA Compliance must be ensured	
201.3	Town of Castle Rock GESC Permitting Process		4	12	16				16	48	\$ 8,218	\$ 8,218			\$ 8,218	Total of 4 days of coordination, submittals, meetings, etc.	
202	Update & Prepare of D/B Drawings and Specifications											\$ 39,188	\$ 12,160	\$ -	\$ 51,348		
202.1	Update General Drawings (7)	1	2		4				8	15	\$ 2,386	\$ 2,386			\$ 2,386	2 hrs / sheet	
202.2	Update and Redesign Plan and Profile Drawings (2)	2	4	2	8	4		6	6	32	\$ 5,328	\$ 5,328			\$ 5,328	\$2,500 / sheet	
202.3	Update and Create Enlarged Plans, Start/End Connections (2)	2	4	2	8	4		12	12	44	\$ 7,156	\$ 7,156			\$ 7,156	\$3,500 / sheet	
202.4	Update Civil Details (3)	2	2	2	4	4	2	8	8	32	\$ 5,364	\$ 5,364			\$ 5,364	Update connection to add additional valving to gain more flow direction flexibility	
202.5	Grading, Erosion, and Sediment Control Drawings and Details (9)	1	1	1	8	8		8	8	35	\$ 5,254	\$ 5,254			\$ 5,254	\$600/sheet	
202.6	Finalize Technical Specifications (Divs 1,2,3,5,6,7,9,26,31,32,33)	4	8	16	32	8	4			72	\$ 12,998	\$ 12,998	\$ 6,985		\$ 19,983	1-2 weeks of work to finalize 2024 spec work	
202.7	Revise GBR	1	2							3	\$ 703	\$ 703	\$ 5,175		\$ 5,878	Pass through cost from GEI	
203	Pre-Construction Services											\$ 9,361	\$ -	\$ -	\$ 9,361		
203.1	Respond to Contractor Questions During Pricing	4	12	8			2			26	\$ 5,998	\$ 5,998			\$ 5,998	Assume 2 addendum at \$3000/addendum	
203.2	Review Pricing	1	4							5	\$ 1,132	\$ 1,132			\$ 1,132	Couple hour excercise to evaluate variances and check math.	
203.3	Prepare Confirmed Construction Drawings		2	2				8		12	\$ 2,231	\$ 2,231			\$ 2,231	About 1 day of work	
204	Construction and Close Out Support (3 Months)											\$ 81,782	\$ 40,084	\$ -	\$ 121,866		
204.1	Invoicing, Reporting, Miscellaneous Coordination (6 hrs/wk)	26	26							52	\$ 12,716	\$ 12,716			\$ 12,716	Covers PIC's invoicing and response / support of non-scoped items	
204.2	Bi-Weekly Construction Meetings (6)	12	12							24	\$ 5,869	\$ 5,869	\$ 1,623		\$ 7,492	Attend Construction Meetings Virtually, Contractor responsible for agenda/notes	
204.3	Submittal Reviews (50+15)	14	28	20	40	40				142	\$ 25,046	\$ 25,046	\$ 6,685		\$ 31,731	Assumes 50 submittals plus 15 resubmittals	
204.4	RFIs (15)	4	9	8	12	12				45	\$ 8,062	\$ 8,062	\$ 3,910		\$ 11,972	Assume 15 RFS at 3 hrs/RFI	
204.5	Pay Application Review (3)	3	21							24	\$ 5,322	\$ 5,322			\$ 5,322	Assume 1 day for review and documentation per pay application	
204.6	Periodic Site Visits (1/2 day / week, 4 hrs / week)		26		16	16				58	\$ 9,748	\$ 500	\$ 10,248	\$ 26,346	\$ 36,594	Assume quick 1/2 trip once per week. GEI at 2 days a week for 2 months. PIC to coordinate with CDOT. Covers track monitoring.	
204.7	Substantial Completion, Punchlist, Final Walkthrough	8	16		8					32	\$ 6,772	\$ 100	\$ 6,872	\$ 1,520	\$ 8,392	Assume 2 days for SC walkthrough, punch list development, final walkthrough	
204.8	Record Drawings	8		8				8	16	40	\$ 7,647	\$ 7,647			\$ 7,647	Assumes 20 sheets @ \$375/sheet	
												\$ 171,246	\$ 56,403	\$ 66,891	\$ 294,540		

Exhibit __																
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Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project -																
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Work Breakdown Structure Fee Estimate																
Project Task	Task Descriptions	Personnel Hours									PIC Budget			Sub Consultants	Project Totals	Notes
		Project Manager / Principal Engineer	Assistant Project Manager Senior Engineer	QA/QC/ Senior Engineer IV	Project Engineer / Staff Engineer II	Project Engineer / Staff Engineer I	Senior Technical Support Senior Engineer II	Senior CAD Designer I	CAD II	Total Hours	Providence Labor	Expenses	PIC Total	Geotechnical Engineering (GEI)		
TASK SERIES 300 -CENTRAL PHASE FINAL DESIGN / PRE-CONSTRUCTION SUPPORT																
300	Project Management (6 months, 26 weeks)											\$ 47,253	\$ 9,626	\$ 56,879		
300.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	26	26		26	26				104	\$ 19,509		\$ 19,509	\$ 6,104	\$ 25,613	Covers PIC's invoicing and response / support of non-scoped items
300.2	Bi-Weekly Virtual Progress Meetings (12)	12	12							24	\$ 5,869		\$ 5,869	\$ 3,522	\$ 9,391	Assumes brief 1 hour virtual meetings focused on design not easement acquisition w/ email summary
300.3	Property Owner Coordination / Easement Support (13)	24	52		26				3	105	\$ 21,875		\$ 21,875		\$ 21,875	Assumes limited support involving 13 properties (total 8 hrs / property)
301	Permitting / Approvals											\$ 41,032	\$ 1,715	\$ 42,747	*** Assumes not environmental permitting in Central Phase	
301.1	CDOT Utility / Special Use Permit	1	8		12				16	37	\$ 5,927		\$ 5,927	\$ 1,715	\$ 7,642	Same as Task Series 100
301.2	Town of Castle Rock GESC Permitting Process		4	12	16				16	48	\$ 8,218		\$ 8,218		\$ 8,218	Same as Task Series 200
301.3	Douglas County L&E	14	24	8	40	40			40	166	\$ 26,887		\$ 26,887		\$ 26,887	PIC will work with CRW to determine if L&E can be avoided, Facilitate presentation for DCPC
302	Update & Prepare of D/B Drawings and Specifications											\$ 47,573	\$ 29,485	\$ 77,058		
302.1	Update General Drawings (9)	1	2		6				10	19	\$ 2,950		\$ 2,950		\$ 2,950	2 hrs / sheet
302.2	Update and/or Redesign Plan and Profile Drawings (12)	8	12	8	24	24	8	48	48	180	\$ 29,277		\$ 29,277	\$ 22,563	\$ 51,840	\$2,500 / sheet + GEI Phase 100 costs bumped 33% for longer HDD adjustment (Lynch). Pipeline stationing will adjust.
302.3	Update Enlarged HDD Tunnel Profile (1)	1	1		4				8	14	\$ 2,172		\$ 2,172		\$ 2,172	Assume about 1 day of work coordinating plus coordinating with GEI
302.4	Update Civil Details (3)		1	1	2				4	8	\$ 1,293		\$ 1,293		\$ 1,293	25% effort using Task 200 updates
302.5	Grading, Erosion, and Sediment Control Drawings and Details (13)	1	1	2	8	8		16	16	52	\$ 7,929		\$ 7,929		\$ 7,929	\$600/sheet
302.6	Finalize Technical Specifications (Divs 1,2,3,5,6,7,9,26,31,32,33)	1	2	4	8	2	1			18	\$ 3,250		\$ 3,250	\$ 1,746	\$ 4,996	25% effort using Task 200 updates
302.7	Revise GBR	1	2							3	\$ 703		\$ 703	\$ 5,175	\$ 5,878	Same as Task Series 200. Pass through cost from GEI.
303	Pre-Construction / Bidding Services											\$ 21,420	\$ -	\$ 21,420		
303.1	Pre-Bid Meeting and Site Visit	4	7							11	\$ 2,599		\$ 2,599		\$ 2,599	Prepare Agenda, 1 hour office mtg, followed by 3 hour site visit
303.2	Respond to Contractor Questions / Issue Addenda (3)	6	18	12			4			40	\$ 9,211		\$ 9,211		\$ 9,211	Assume 3 addendum at \$3000/addendum
303.3	Review Bids	1	7							8	\$ 1,774		\$ 1,774		\$ 1,774	1 day excercise to evaluate variances and check math.
303.4	Prepare Confirmed Construction Drawings		10	10				20		40	\$ 7,836		\$ 7,836		\$ 7,836	About 1 week of work, Central phase 5x longer than South Phase
304	Construction and Close Out Support (10 Months)											\$ 156,725	\$ 40,084	\$ 196,809		
304.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	87	87							174	\$ 42,551		\$ 42,551		\$ 42,551	Covers PIC's invoicing and response / support of non-scoped items, Payment App and Change Order Review
304.2	Bi-Weekly Construction Meetings (20)	40	40							80	\$ 19,564		\$ 19,564	\$ 1,623	\$ 21,187	Attend Construction Meetings Virtually, Contractor responsible for agenda/notes
304.3	Submittal Reviews (50+15)	14	28	20	40	40				142	\$ 25,046		\$ 25,046	\$ 6,685	\$ 31,731	Match Series 200 efforts
304.4	RFIs (15)	4	9	8	12	12				45	\$ 8,062		\$ 8,062	\$ 3,910	\$ 11,972	Match Series 200 efforts
304.5	Pay Application Review (10)	12	36	2						50	\$ 11,484		\$ 11,484		\$ 11,484	Assume 1 day for review and documentation per pay application
304.6	Periodic Site Visits (1/2 day / week, 4 hrs / week)		87		44	44				175	\$ 30,126	\$ 1,700	\$ 31,826	\$ 26,346	\$ 58,172	Assume quick 1/2 trip once per week. GEI at 1 day a week for 4 months
304.7	Substantial Completion, Punchlist, Final Walkthrough	8	16		8					32	\$ 6,772	\$ 100	\$ 6,872	\$ 1,520	\$ 8,392	Match Series 200 efforts
304.8	Record Drawings	8		8	4			20	24	64	\$ 11,321		\$ 11,321		\$ 11,321	Assumes 30 sheets at \$375/sheet
													\$ 314,003	\$ 80,910	\$ 394,913	

Exhibit __
Castle Rock Water
Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project -
NORTH PHASE FINAL DESIGN, PERMITTING, PRE-CONSTRUCTION, AND CONSTRUCTION SUPPORT
Work Breakdown Structure Fee Estimate

Project Task	Task Descriptions	Personnel Hours									PIC Budget			Sub Consultants	Project Totals	Notes
		Project Manager / Principal Engineer	Assistant Project Manager Senior Engineer	QA/QC/ Senior Engineer IV	Project Engineer / Staff Engineer II	Project Engineer / Staff Engineer I	Senior Technical Support Senior Engineer II	Senior CAD Designer I	CAD II	Total Hours	Providence Labor	Expenses	PIC Total	Geotechnical Engineering (GEI)		
TASK SERIES 400 - NORTH PHASE FINAL DESIGN / PRE-CONSTRUCTION SUPPORT																
400	Project Management (6 months, 26 weeks)											\$ 31,247	\$ 9,626	\$ 40,873		
400.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	26	26		26	26				104	\$ 19,509		\$ 19,509	\$ 6,104	\$ 25,613	Covers PIC's invoicing and response / support of non-scoped items
400.2	Bi-Weekly Virtual Progress Meetings (12)	12	12							24	\$ 5,869		\$ 5,869	\$ 3,522	\$ 9,391	Assumes brief 1 hour virtual meetings focused on design not easement acquisition w/ email summary
400.3	Property Owner Coordination / Easement Support (1)	12	12							24	\$ 5,869		\$ 5,869		\$ 5,869	Assumes limited support involving 1 property (total 24 hrs / property)
401	Permitting / Approvals											\$ 22,118	\$ -	\$ 22,118	*** Assumes not environmental permitting in Central Phase	
401.1	Town of Castle Pines Permitting Efforts	6	12	8	40	40			40	146	\$ 22,118		\$ 22,118		\$ 22,118	PIC will work with CRW to determine what permitting entails, assume same as DC L&E
402	Update & Prepare of D/B Drawings and Specifications											\$ 76,907	\$ 1,746	\$ 78,653		
402.1	Update General Drawings (9)	1	2		6				10	19	\$ 2,950		\$ 2,950		\$ 2,950	2 hrs / sheet, match Phase 300 efforts
402.2	Update and/or Redesign Plan and Profile Drawings (17)	16	32	16	48	48	16	96	96	368	\$ 60,267		\$ 60,267		\$ 60,267	\$2,500 / sheet for 5 sheets and \$4,000 for 12 sheets for potential heavier North Canyons Redesign.
402.3	Update Civil Details (3)		1	1	2				4	8	\$ 1,293		\$ 1,293		\$ 1,293	25% effort using Task 200 and 300 updates
402.4	Grading, Erosion, and Sediment Control Drawings and Details (15)	1	1	2	8	8		20	20	60	\$ 9,148		\$ 9,148		\$ 9,148	\$600/sheet
402.5	Finalize Technical Specifications (Divs 1,2,3,5,6,7,9,26,31,32,33)	1	2	4	8	2	1			18	\$ 3,250		\$ 3,250	\$ 1,746	\$ 4,996	25% effort using Task 200 updates
403	Pre-Construction / Bidding Services											\$ 25,338	\$ -	\$ 25,338		
403.1	Pre-Bid Meeting and Site Visit	4	7							11	\$ 2,599		\$ 2,599		\$ 2,599	Prepare Agenda, 1 hour office mtg, followed by 3 hour site visit
403.2	Respond to Contractor Questions / Issue Addenda (3)	6	18	12			4			40	\$ 9,211		\$ 9,211		\$ 9,211	Assume 3 addendum at \$3000/addendum
403.3	Review Bids	1	7							8	\$ 1,774		\$ 1,774		\$ 1,774	1 day excercise to evaluate variances and check math.
403.4	Prepare Confirmed Construction Drawings		15	15				30		60	\$ 11,754		\$ 11,754		\$ 11,754	About 1.5 weeks of work, North phase 1.5x longer than Central Phase
404	Construction and Close Out Support (10 Months)											\$ 160,423	\$ 12,218	\$ 172,641		
404.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	87	87							174	\$ 42,551		\$ 42,551		\$ 42,551	Covers PIC's invoicing and response / support of non-scoped items
404.2	Bi-Weekly Construction Meetings (20)	40	40							80	\$ 19,564		\$ 19,564	\$ 1,623	\$ 21,187	Attend Construction Meetings Virtually, Contractor responsible for agenda/notes
404.3	Submittal Reviews (50+15)	14	28	20	40	40				142	\$ 25,046		\$ 25,046	\$ 6,685	\$ 31,731	Match Series 300 efforts
404.4	RFIs (15)	4	9	8	12	12				45	\$ 8,062		\$ 8,062	\$ 3,910	\$ 11,972	Match Series 300 efforts
404.5	Pay Application Review (10)	12	36	2						50	\$ 11,484		\$ 11,484		\$ 11,484	Assume 1 day for review and documentation per pay application
404.6	Periodic Site Visits (1/2 day / week, 4 hrs / week)		87		44	44				175	\$ 30,126	\$ 1,700	\$ 31,826		\$ 31,826	Assume quick 1/2 trip once per week.
404.7	Substantial Completion, Punchlist, Final Walkthrough	8	16		8					32	\$ 6,772	\$ 100	\$ 6,872		\$ 6,872	Match Series 200 efforts
404.8	Record Drawings	8	8	12				23	32	83	\$ 15,019		\$ 15,019		\$ 15,019	Assumes 40 sheets at \$375/sheet
												\$ 316,032	\$ 23,590	\$ 339,622		

Exhibit __

Castle Rock Water

Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project -

RHR INLET/OUTLET FINAL DESIGN, PERMITTING, PRE-CONSTRUCTION, AND CONSTRUCTION SUPPORT

Work Breakdown Structure Fee Estimate

Project Task	Task Descriptions	Personnel Hours										PIC Budget			Sub Consultants	Project Totals	Notes
		Project Manager / Principal Engineer	Assistant Project Manager Senior Engineer	QA/QC/ Senior Engineer IV	Project Engineer / Staff Engineer II	Project Engineer / Staff Engineer I	Senior Technical Support Senior Engineer II	Structural	Senior CAD Designer 1	CAD II	Total Hours	Providence Labor	Expenses	PIC Total	Environmental (ERO)		
TASK SERIES 500 - RHR INLET/OUTLET FINAL DESIGN, PERMITTING, PRE-CONSTRUCTION, AND CONSTRUCTION SUPPORT																	
500	Project Management (2 months, 9 weeks)													\$ 14,579	\$ -	\$ 14,579	
500.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	9	9		9	9					36	\$ 6,753	\$ 6,753		\$ 6,753		Covers PIC's invoicing and response / support of non-scoped items
500.2	Bi-Weekly Virtual Progress Meetings (4)	4	4								8	\$ 1,956	\$ 1,956		\$ 1,956		Assumes brief 1 hour virtual meetings focused on design not easement acquisition w/ email summary
500.3	Property Owner Coordination / Easement Support (1)	12	12								24	\$ 5,869	\$ 5,869		\$ 5,869		Assumes limited support involving 1 property (total 24 hrs / property)
501	Permitting / Approvals													\$ 11,059	\$ 12,275	\$ 23,334	
501.1	PWSD / RHR Permitting Efforts	3	6	4	20	20				20	73	\$ 11,059		\$ 11,059	\$ 12,275	\$ 23,334	PIC will work with CRW to determine what permitting entails, assume less than DC and CP for PIC, but more for ERO
502	Update & Prepare of D/B Drawings and Specifications													\$ 41,491	\$ -	\$ 41,491	
502.1	Update General Drawings (7)		1		1						6	8	\$ 1,190	\$ 1,190		\$ 1,190	1 hr / sheet, match Phase 200 efforts
502.2	Update and/or Redesign Plan and Profile Drawings (2)	4	8	6	24	8	8		20	20	98	\$ 16,427	\$ 16,427		\$ 16,427		\$8,000 for 2 sheets for potential heavier edits to accommodate potential for future Res Pump Station.
502.3	Update Civil Details (5)	1	1	1	6			20		8	37	\$ 6,596	\$ 6,596		\$ 6,596		\$2000/sheet to account for structural clean up efforts
502.4	Update Structural Sheets (4)	2	2					26			30	\$ 6,048	\$ 6,048		\$ 6,048		\$1,500 for review, QC, make necessary final edits
502.5	Grading, Erosion, and Sediment Control Drawings and Details (8)	1	1	1	6	6			8	8	31	\$ 4,731	\$ 4,731		\$ 4,731		\$600/sheet
502.6	Finalize Technical Specifications (Divs 1,2,3,5,6,7,9,26,31,32,33)	2	4	8	16	4	2				36	\$ 6,499	\$ 6,499		\$ 6,499		50% effort using Task 200 updates due to specs involving PSV and potential CIP concrete
503	Pre-Construction / Bidding Services													\$ 8,746	\$ -	\$ 8,746	
503.1	Pre-Bid Meeting and Site Visit	4	7								11	\$ 2,599		\$ 2,599		\$ 2,599	Prepare Agenda, 1 hour office mtg, followed by 1 hour site visit
503.2	Respond to Contractor Questions / Issue Addenda (1)	2	6	4			1				13	\$ 2,999		\$ 2,999		\$ 2,999	Assume 1 addendum at \$3000/addendum
503.3	Review Bids	1	3								4	\$ 917		\$ 917		\$ 917	1/2 day excercise to evaluate variances and check math.
503.4	Prepare Confirmed Construction Drawings		2	2					8		12	\$ 2,231		\$ 2,231		\$ 2,231	About 1 day of work
504	Construction and Close Out Support (3 Months)													\$ 68,811	\$ -	\$ 68,811	
504.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	26	26								52	\$ 12,716	\$ 12,716		\$ 12,716		Covers PIC's invoicing and response / support of non-scoped items
504.2	Bi-Weekly Construction Meetings (6)	12	12								24	\$ 5,869		\$ 5,869		\$ 5,869	Attend Construction Meetings Virtually, Contractor responsible for agenda/notes
504.3	Submittal Reviews (25+10)	9	12	12	24	20		12			89	\$ 16,032	\$ 16,032		\$ 16,032		Similar efforts to other phases, just prorated down
504.4	RFIs (5)	2	4	2	4	4					16	\$ 2,927	\$ 2,927		\$ 2,927		Similar efforts to other phases, just prorated down
504.5	Pay Application Review (3)	3	21								24	\$ 5,322		\$ 5,322		\$ 5,322	Assume 1 day for review and documentation per pay application
504.6	Periodic Site Visits (1/2 day / week, 4 hrs / week)		26		13	13					52	\$ 8,964	\$ 500	\$ 9,464		\$ 9,464	Assume quick 1/2 trip once per week.
504.7	Substantial Completion, Punchlist, Final Walkthrough	8	16		8						32	\$ 6,772	\$ 100	\$ 6,872		\$ 6,872	Match Series 200 efforts
504.8	Record Drawings	6	8	6					14	18	52	\$ 9,608		\$ 9,608		\$ 9,608	Assumes \$375/sheet @ 26 sheets
														\$ 144,685	\$ 12,275	\$ 156,960	

Exhibit ____																				
Castle Rock Water																				
Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project -																				
PUMP STATION FINAL DESIGN, PERMITTING, PRE-CONSTRUCTION, AND CONSTRUCTION SUPPORT																				
Work Breakdown Structure Fee Estimate																				
Project Task	Task Descriptions	Personnel Hours												PIC Budget			Sub Consultants	Project Totals	Notes	
		Project Manager / Principal Engineer	Assistant Project Manager Senior Engineer	QA/QC/ Senior Engineer IV	Project Engineer / Staff Engineer II	Project Engineer / Staff Engineer I	Senior Technical Support Senior Engineer II	Structural	Architectural	Mechanical	Electrical/SCADA	Senior CAD Designer 1	CAD II	Total Hours	Providence Labor	Expenses	PIC Total			Geotechnical Engineering (GEI)
TASK SERIES 600 - PUMP STATION FINAL DESIGN, PERMITTING, PRE-CONSTRUCTION, AND CONSTRUCTION SUPPORT																				
600	Project Management (5 months, 22 weeks)																\$ 26,274	\$ -	\$ 26,274	
600.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	22	22		22	22								88	\$ 16,507		\$ 16,507		\$ 16,507	Covers PIC's invoicing and response / support of non-scoped items
600.2	Bi-Weekly Virtual Progress Meetings (10)	10	10											20	\$ 4,891		\$ 4,891		\$ 4,891	Assumes brief 1 hour virtual meetings focused on design not easement acquisition w/ email summary
600.3	Property Owner Coordination / Easement Support (3)	6	8	1	6								3	24	\$ 4,876		\$ 4,876		\$ 4,876	Assumes limited support involving 1 property (total 24 hrs / property)
601	Permitting / Approvals																\$ 18,836	\$ -	\$ 18,836	
601.1	Castle Rock or Douglas County Building Permit		4	12	16			4	4	4	4		16	64	\$ 10,618		\$ 10,618		\$ 10,618	Assume similar level of effort as Castle Rock GESC
601.2	Town of Castle Rock GESC Permitting Process		4	12	16								16	48	\$ 8,218		\$ 8,218		\$ 8,218	
602	Update & Prepare of D/B Drawings and Specifications																\$ 106,931	\$ -	\$ 106,931	
602.1	Update General Drawings (5)		1		1								3	5	\$ 774		\$ 774		\$ 774	1 hr / sheet, match Phase 200 efforts
602.2	Update/Revise Civil Drawings (3)	4	8	2	8		16					16	16	70	\$ 12,735		\$ 12,735		\$ 12,735	\$4,000 / Sheet, Update to account for N/S Flow and install of PSV + Fencing and Landscaping Plans
602.3	Update/Revise Process Drawings (3)	4	8	2	8		16					16	16	70	\$ 12,735		\$ 12,735		\$ 12,735	\$4,000 / Sheet, Update to account for N/S Flow and install of PSV
602.4	Review and Update as Necessary Architectural Drawings (10)	4	10						32			16	16	78	\$ 12,916		\$ 12,916		\$ 12,916	\$1,500 for review, QC, make necessary final edits
602.5	Review and Update as Necessary Structural Drawings (16)	4	10					40				40	40	134	\$ 21,428		\$ 21,428		\$ 21,428	\$1,500 for review, QC, make necessary final edits
602.6	Review and Update as Necessary Mechanical Drawings (2)		3							20			4	27	\$ 4,197		\$ 4,197		\$ 4,197	\$2,000 for review, QC, make necessary final edits
602.7	Review and Update as Necessary Electrical Drawings (8)		6	4							60	16	16	102	\$ 16,110		\$ 16,110		\$ 16,110	\$2,000 for review, QC, make necessary final edits
602.8	Grading, Erosion, and Sediment Control Drawings and Details (8)	1	1	1	6	6						8	8	31	\$ 4,731		\$ 4,731		\$ 4,731	\$600/sheet
602.9	Finalize Technical Specifications (Divs 1,2,3,4,5,6,7,8,9,26,31,32,33)		12		12	12		18	18		68			140	\$ 21,305		\$ 21,305		\$ 21,305	Need all CRW specific specs and subs to provide updated specs
603	Pre-Construction / Bidding Services																\$ 23,997	\$ -	\$ 23,997	
603.1	Pre-Bid Meeting and Site Visit	4	7											11	\$ 2,599		\$ 2,599		\$ 2,599	Prepare Agenda, 1 hour office mtg, followed by 1 hour site visit
603.2	Respond to Contractor Questions / Issue Addenda (3)	2	6	4			1	8	8	8	8	8		53	\$ 9,127		\$ 9,127		\$ 9,127	Assume 1 addendum at \$3000/addendum
603.3	Review Bids	1	7											8	\$ 1,774		\$ 1,774		\$ 1,774	1 day excise to evaluate variances and check math.
603.4	Prepare Confirmed Construction Drawings		8	6				10	10	8	10	10		62	\$ 10,498		\$ 10,498		\$ 10,498	About 1 week of work
604	Construction and Close Out Support (12 Months)																\$ 297,371	\$ 12,218	\$ 309,589	
604.1	Invoicing, Reporting, Miscellaneous Coordination (4 hrs/wk)	104	104											208	\$ 50,865		\$ 50,865		\$ 50,865	Covers PIC's invoicing and response / support of non-scoped items
604.2	Bi-Weekly Construction Meetings (24)	48	48				6		6		6			114	\$ 26,561		\$ 26,561	\$ 1,623	\$ 28,184	Attend Construction Meetings Virtually, Contractor responsible for agenda/notes
604.3	Submittal Reviews (150+45)	36	80	48	120	120		60	60	16	60			600	\$ 99,180		\$ 99,180	\$ 6,685	\$ 105,865	Similar efforts to other phases, just prorated down
604.4	RFIs (25)	6	16	16	20	20		16	16	8	16			134	\$ 22,501		\$ 22,501	\$ 3,910	\$ 26,411	Similar efforts to other phases, just prorated down
604.5	Pay Application Review (12)	20	124											144	\$ 32,053		\$ 32,053		\$ 32,053	Assume 1 day for review and documentation per pay application
604.6	Periodic Site Visits (1/2 day / week, 4 hrs / week)		56		29	29		29	29	6	29			207	\$ 33,519	\$ 1,700	\$ 35,219		\$ 35,219	Assume 1 trip once per week spread over all disciplines
604.7	Substantial Completion, Punchlist, Final Walkthrough	8	16		8			16	16	8	16			88	\$ 15,172	\$ 100	\$ 15,272		\$ 15,272	Heavier efforts than pipeline efforts. Assume 2 weeks of effort spread over all disciplines
604.8	Record Drawings	12		18								24	30	84	\$ 15,719		\$ 15,719		\$ 15,719	Assumes 41 sheets at \$375/sheet
																	\$ 473,411	\$ 12,218	\$ 485,629	

EXHIBIT 2

CONSULTANT'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2025

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

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

PRODUCER NFP PROPERTY & CASUALTY SERVICES INC 5655 S Yosemite Street #200 Greenwood Village CO 80111		CONTACT NAME: PHONE (A/C, No, Ext): 303-867-2055 E-MAIL ADDRESS: olson-certificates@nfp.com		FAX (A/C, No): 303-867-2074
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Union Insurance Company		25844
		INSURER B : Pinnacol Assurance Company		41190
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 483139479

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CPA3299702-23	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPA3299702-23	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CPA3299702-23	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	4246897	10/1/2025	10/1/2026	☒ PER STATUTE ☐ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured(s) listed after additional remarks.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Town of Castle Rock;
175 Kellog Court;
Castle Rock CO 80109

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 NFP PROPERTY & CASUALTY SERVICES INC		NAMED INSURED Providence Infrastructure Consultants 130 W. 2nd Street, Suite 4 Salida CO 81201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

A WRAP EXCLUSION APPLIES PER POLICY TERMS AND CONDITIONS

GENERAL LIABILITY:

CLCG0492 Form Attached Includes:

Blanket Additional Insured – Ongoing Operations status when required by written contract.

Blanket Additional Insured for Various Relationships when required by written contract or written agreement.

Blanket Waiver of Subrogation applies when required by written contract.

CG2001 Form Attached Includes:

Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract.

AUTO LIABILITY:

CLCA2093 Form Attached Includes:

Blanket Additional Insured status applies when required by written contract.

Blanket Waiver of Subrogation applies when required by written contract.

Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract.

UMBRELLA LIABILITY

Umbrella Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability and Employers Liability.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to olson-certificates@nfp.com.

RE: Castle Rock Water Pipeline Corridor Survey

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500		CONTACT NAME: Sheree S. Zamarripa PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: sheree.zamarripa@usi.com FAX (A/C, No):	
INSURED Providence Infrastructure Consultants, Inc. 300 Plaza Drive, Suite 320 Centennial, CO 80129		INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 37885	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			DPR5048323	09/23/2025	09/23/2026	\$2,000,000 per claim \$4,000,000 annl aggr.

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

For Professional Services

RE: CON-2026-0364.

CERTIFICATE HOLDER

CANCELLATION

Town of Castle Rock
 Attn. Castle Rock Water Department
 100 N. Wilcox Street
 Castle Rock, CO 80104

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

- 1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a.** The written contract or written agreement is:
- (1)** Currently in effect or becoming effective during the term of this policy; and
 - (2)** Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (i) Your acts or omissions; or
 - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (1.2) The construction, erection or removal of elevators; or

- (1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (I) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (II) Any express warranty unauthorized by you;

- (III) Any physical or chemical change in the product made intentionally by the vendor;

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

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

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

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

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

- (1.1) The exceptions contained in Sub-paragraphs (IV) or (VI); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

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

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- b. The insurance afforded to such additional insured only applies to the extent permitted by law.

- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"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.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(I) How, when and where the "occurrence" or offense took place;

(II) The names and addresses of any injured persons and witnesses; and

(III) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT – PLATINUM PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	AUDIO, VISUAL & DATA ELECTRONIC EQUIPMENT COVERAGE (Including Telematics Tracking Equipment)	\$2,500
D.	Electronic Equipment – Increased Coverage	\$2,500
E.	Auto Loan/Lease Gap Coverage	Unlimited
F.	Autos Rented by Employees	Included
G.	Bail Bonds - Extended Coverage	\$5,000
H.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
I.	Custom Signs & Decorations	Included
J.	Employees as Insureds	Included
K.	Family Emergency Travel Reimbursement	\$2,500
L.	Fellow Employee Coverage	Included
M.	Fire Extinguisher Recharge	Included
N.	Glass Repair – No Deductible	Included
O.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	\$125,000 \$500 / \$3,500
P.	Hybrid Auto Payment Coverage (per auto / per loss)	\$2,500/ \$5,000
Q.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
R.	Limited Worldwide Hired & Non Owned Auto Coverage	Included
S.	Loss Of Earnings - Extended Coverage	\$1,000
T.	New Vehicle Replacement Cost	Included
U.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	\$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	\$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	\$15,000

V.	Personal Effects Coverage	\$500
W.	Resultant Mental Anguish	Included
X.	Towing And Labor Coverage Extension Private Passenger Type Other than Private Passenger Type	\$200 \$250
Y.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	\$75 / \$2,500
Z.	Unintentional Failure To Disclose Hazards	Included
AA.	Waiver Of Collision Deductible – Attached Autos	Included
BB.	Waiver Of Subrogation By Contract Or Agreement	Included

The above is a summary only. If there is a conflict between the summary and the endorsement provisions that follow, the endorsement provisions apply.

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

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

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage**, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit

of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph **5. Other Insurance of B. General Conditions under Section IV – Business Auto Conditions**:

- a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

- b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under Section **II - Covered Autos Liability Coverage** is deleted in its entirety.
7. The definition of "insured contract" under Section **V – Definitions** is amended to add the following:

An "insured contract" does not include that part of any contract or agreement that pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section **III – Physical Damage Coverage**, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is

excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. AUDIO, VISUAL & DATA ELECTRONIC EQUIPMENT COVERAGE (Including Telematics Tracking Equipment)

Physical Damage Coverage is amended as follows:

1. In Section III – Physical Damage Coverage, Paragraphs **B.4.c.** and **B.4.d.** do not apply to:
 - a. Global positioning systems; or
 - b. "Telematics devices";which are not:
 - (1) Permanently installed in or upon the covered "auto";
 - (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - (3) An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or;
 - (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
2. In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:
 - a. The actual cash value of the damaged or stolen property at the time of loss;
 - b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500
3. For each covered "loss", a deductible of \$100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

D. ELECTRONIC EQUIPMENT – INCREASED COVERAGE

The \$1,000 limit indicated in Paragraph **C.1.b.** under Section III – Physical Damage Coverage is increased to \$2,500.

E. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.:**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue or any deferred lease/loan payments at the time of the "loss";
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3. Security deposits not returned by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
5. Carry-over balances from previous loans or leases.

Coverage provided under this extension will be excess over any other collectible insurance including but not limited to, any coverage provided by or purchased from the lessor or any financial institution.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

F. AUTOS RENTED BY EMPLOYEES

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.:**

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

G. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations)

required because of an "accident" we cover.
We do not have to furnish these bonds.

H. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph **A1. Who Is An Insured of Section II – Covered Autos Liability Coverage:**

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for which you are obligated prior to the loss to provide insurance, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

- a. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
- c. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered "auto" extends to "loss" to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each "loss" to custom signs and decorations shall be the least of:

- (1) Actual cash value of the stolen or damaged

property; or

- (2) Amount necessary to repair or replace the property;

This coverage does not apply to Hired Auto Physical Damage Coverage.

J. EMPLOYEES AS INSURED

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

- (2) Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, **I. EMPLOYEES AS INSURED**, does not apply if separate Employee as Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

K. FAMILY EMERGENCY TRAVEL REIMBURSEMENT

SECTION II - LIABILITY COVERAGE, A. 2. Coverage Extensions is amended to include the following:

In addition to the Limit of Insurance, we will pay reasonable "travel reimbursement expenses" incurred by a "family member" or "designated representatives", of an "insured" or passenger for travel to visit that "insured" or passenger who was injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling "family members" or "designated representatives", injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel reimbursement expenses" resulting from any one "accident" is \$ 2,500.
2. Travel must be to visit the injured party at the hospital to which such "insured" has been admitted and has received medical or surgical treatment for a period of 72 hours or more from the time of first admittance to such hospital, or in the event of death, to the location necessary to handle the immediate affairs of the deceased.
3. Subject to the \$2,500 per accident limit, the most we will pay for the combined total of expenses for room accommodations, meals,

and parking for each "family member" or "designated representatives" is \$200 per day.

4. We will reimburse ground transportation using a personal vehicle at a rate of 40 cents per mile for the actual miles driven.
5. All "travel reimbursement expenses" must be supported by written receipts submitted to us no later than 120 days from the date such "travel reimbursement expenses" were incurred.

"Travel reimbursement expenses" include reasonable ground, rail, or air (coach class) transportation, room accommodations, meals, and parking expenses only.

"Designated representative" is an individual identified by the "insured" as a close personal friend or as having decision making authority pertaining to the insured's care in the event of incapacity or death.

"Family member" means a person related to the injured "insured" by blood, marriage, state-recognized civil union, or adoption, including a ward or foster child.

L. FELLOW EMPLOYEE COVERAGE

Exclusion **B. 5.** of **Section II - Covered Autos Liability Coverage** is deleted and replaced with the following:

5. Fellow Employee

- a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph **B.5.** of **Business Auto Conditions** is changed as follows:

This **FELLOW EMPLOYEE COVERAGE** is excess over any other collectible insurance.

As used in 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.

M. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

When fire extinguishers are kept in your covered "auto" and are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

N. GLASS REPAIR – NO DEDUCTIBLE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **D.:**

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" when you elect to patch or repair glass rather than replace.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND INCREASED LOSS OF USE EXPENSES

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$125,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:
 - a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto"

of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

- b. No deductible will apply to "loss" caused by fire or lightning.
- 3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1. through 3. above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

- 4. For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph b. **Loss Of Use Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to \$500 per day, to a maximum of \$3,500.

P. HYBRID AUTO PAYMENT COVERAGE

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

- 1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If a non-"hybrid auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The non-"hybrid autos" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and
 - c. If more than one non-"hybrid auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.

- 2. For the purpose of this coverage provision the following Definitions are added:

- a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
- b. "Electric auto" is an "auto" that is powered by an electric motor instead of an internal combustion engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

Q. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions, Paragraph A.2.:**

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

R. LIMITED WORLDWIDE HIRED & NON OWNED AUTO COVERAGE

In **Section IV - Business Auto Conditions, Condition B.7.**, paragraph b.(5) is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

S. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

T. NEW VEHICLE REPLACEMENT COST

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

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The cost to replace the covered "auto" with a new "auto" of like make, model and year; or
- b. An amount equal to the original purchase price you paid to acquire the vehicle, including taxes, but excluding any extended warranties and licensing fees.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs. or less gross vehicle weight).

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 180 days before the date of the "loss".

U. RENTAL REIMBURSEMENT COVERAGE

1. 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 deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period, beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 2. 45 days.
3. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. The maximum rental expenses indicated below:
 - (1) Not more than \$75 per day;

- (2) The maximum rental expenses shown below:

- (a) \$3,375 because of "loss" to any one covered "auto";
- (b) \$15,000 because of all "loss" to all covered "autos" in any one policy period.

4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. 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.

V. PERSONAL EFFECTS COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph A.4.:

Physical Damage Coverage on a covered "auto" is extended to "loss" to your personal property and, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss"; and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision personal property does not include and we will not pay for "loss" of:

1. Currency, coins, securities or
2. Property that under federal or state law is
 - a. An illegal controlled substance
 - b. Property in the course of illegal transportation or trade.

No deductible applies to this coverage extension.

W. RESULTANT MENTAL ANGUISH

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

- C. "Bodily injury" means bodily injury, disability,

sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

X. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage**, paragraph **A.2.**:

1. We will pay up to:
 - a. \$200 for a covered "auto" of the private passenger type or
 - b. \$250 for a covered "auto" that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

Y. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage** is amended as follows:

7. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
8. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

Z. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions**, Paragraph **B.2.**:

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

AA. WAIVER OF COLLISION DEDUCTIBLE – ATTACHED AUTOS

The following is added to paragraph **D.** under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form:

If a "trailer" is connected to an "auto" that is not a "trailer" and both "autos":

1. Are covered "autos" for Collision Coverage that applies to that "accident", and
2. Sustain damage in a single "accident".

we will waive the lowest of the applicable Collision deductibles.

BB. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.5.**:

The Transfer of Rights of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you have agreed under written contract or agreement to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived prior to the "accident" or the "loss".