

**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION CONTRACT (Contract) between the Town of Castle Rock, Colorado (Town), a municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Colorado Pump Service & Supply Co., a Colorado Corporation (“Contractor”) 511 South Gilbert Street, Unit C, Castle Rock, Colorado 80104

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

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

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

**LIST OF CONTRACT DOCUMENTS**

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

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

Addenda 1 Number 1 Dated December 21, 2020 Pages 21 Addendum Number 2  
Dated January 13, 2021 Pages 31

Addendum Number 3 Dated January 19, 2021 Pages 9

6. Special Conditions of the Contract:

Document	Title	Pages
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7. The following Specifications:

8. The following Drawings:

9. Notice of Award;

10. Invitation to Bid;
11. Information and Instructions to Bidders;
12. Notice of Substantial Completion;
13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds; 16. Performance Guarantee; and
17. Insurance Certificates.

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$557,850.08 (Contract Price), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the (Bid or Proposal) attached as Exhibit 1. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days, and must complete work within 210-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by June 30, 2021.

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

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

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

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

**INSURANCE PROVISIONS.** The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount.

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

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

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

**STATUS OF CONTRACTOR.** The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned. This is not an exclusive contract.

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

ATTEST:

TOWN OF CASTLE ROCK

\_\_\_\_\_  
Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

CONTRACTOR:

By: Kerry L. Wood  
Title: President

(Insert either the Corporate or Partnership Certificate, as appropriate)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COLORADO PUMP SERVICE & SUPPLY CO.

is a

Corporation

formed or registered on 04/27/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871518831 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/22/2021 that have been posted, and by documents delivered to this office electronically through 02/23/2021 @ 12:17:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/23/2021 @ 12:17:15 in accordance with applicable law. This certificate is assigned Confirmation Number 12965394 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**EXHIBIT 1  
(PROPOSAL/BID)**

**BID SCHEDULE**

Well omitted LTM

~~Quote for Well CR 39 Well Rehabilitation and pumping equipment replacement~~

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1		7,268.00
2	Pull existing equipment	Lump Sum	1		4,800.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1		1,000.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1		21,769.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <u>10</u> <b>Hourly Unit Cost</b> <u>\$300.00</u>	Lump Sum	1		3,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1		11,110.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video	Lump Sum	1		1,000.00

	camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 490 gpm / at a TDH of <u>2054</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1		35,047.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1		39,310.00
10	New 6" / 6 5/8" (OD) J55 drop pipe	Foot	2198	21.69	47,674.62
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1		14,811.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1		18,262.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1		0



Two hundred and five thousand Fifty-one dollars  
 Total Base Bid in Words for CR-39 (A)

and Sixty two cents \$ 205,051.62  
 Total Base Bid In Figures

~~Optional Quote for Well CR-39 Well Rehabilitation and pumping equipment replacement~~ Well omitted LTM

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1		4097.00
2	Disposal of existing drop pipe	Lump Sum	1		500.00
3	Stainless Steel drop pipe 6"/ 6 5/8" OD	Foot	2198		173,290.32
4	Stainless Steel Check Valve	Lump Sum	1		3181.00

one hundred eighty-one thousand Sixty-eight  
 Total Optional Bid in Words for CR-39 (a)

dollars and thirty-two cents \$ 181,068.32  
 Total Optional Bid In Figures

**BID SCHEDULE*****Quote for Well CR-72R Well Rehabilitation and pumping equipment replacement***

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1		5631.00
2	Pull existing equipment	Lump Sum	1		4800.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1		1,000.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1		25,842.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <u>10</u> <b>Hourly Unit Cost</b> <u>\$ 300.00</u>	Lump Sum	1		3,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1		11,110.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video	Lump Sum	1		1,000.00

	camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 300 gpm / at a TDH of <u>1546</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1		18,298.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1		24,686.00
10	New 5" / 5.563" (OD) J55 drop pipe	Foot	1485	13.06	19,394.10
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1		6,849.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1		14,509.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1		

one hundred thirty-six thousand one hundred nineteen

Total Base Bid in Words for CR-72R (B)

dollars and ten cents

\$136,119.10

Total Base Bid In Figures

**Optional Quote for Well CR-72R Well Rehabilitation and pumping  
equipment replacement**

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1		<del>4097.00</del>
2	Disposal of existing drop pipe	Lump Sum	1		<del>500.00</del>
3	Stainless Steel drop pipe 5"/5.563" OD	Foot	1485		<del>101,009.70</del>
4	Stainless Steel Check Valve	Lump Sum	1		<del>2623.00</del>

~~one hundred eight thousand two hundred twenty nine~~

Total Optional Bid in Words for CR-72R (b)

~~dollars and seventy cents~~

**\$500.00 LTM**

~~\$108,229.70~~

Total Optional Bid In Figures

**BID SCHEDULE*****Quote for Well CR-73R Well Rehabilitation and pumping equipment replacement***

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1		5,771.00
2	Pull existing equipment	Lump Sum	1		4,800.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1		1,000.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as well as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1		21,103.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <u>10</u> <b>Hourly Unit Cost</b> <u>\$ 300.00</u>	Lump Sum	1		3,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1		11,110.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video	Lump Sum	1		1,000.00

	camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 325 gpm / at a TDH of <u>1916</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1		21,167.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1		24,686.00
10	New 5"/5.563" (OD) J55 drop pipe	Foot	2020	13.13	26,522.60
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1		6,849.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1		15,016.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1		

One hundred forty two thousand and twenty-four

Total Base Bid in Words for CR-73R (C)

dollars and Sixty cents

\$ 142,024.60

Total Base Bid In Figures

**Optional Quote for Well CR-73R Well Rehabilitation and pumping equipment replacement**

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Provide tank and dispose of <del>cleaning fluid from well</del>	Lump Sum	1		<del>4097.00</del>
2	Disposal of existing drop pipe	Lump Sum	1		500.00
3	Stainless Steel drop pipe 5" / 5.563" <del>OD</del>	Foot	2020	<del>68.37</del>	<del>138,107.40</del>
4	Stainless Steel Check Valve	Lump Sum	1		<del>2623.00</del>

~~One hundred forty-five thousand three hundred and~~

Total Optional Bid in Words for CR-73R (c)

~~twenty-seven dollars and forty cents~~

**\$500.00**

**LTM**

\$ 145,327.40

Total Optional Bid In Figures

**BID SCHEDULE*****Quote for Well CR-86 Well Rehabilitation and pumping equipment replacement***

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1		4822.00
2	Pull existing equipment	Lump Sum	1		4800.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1		1000.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1		16332.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <u>10</u> <b>Hourly Unit Cost</b> <u>\$ 300.00</u>	Lump Sum	1		3000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1		11,110.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video	Lump Sum	1		1000.00



	camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 135 gpm / at a TDH of <u>1708</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1		11692.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1		16141.00
10	New 3" / 3 1/2" (OD) J55 drop pipe	Foot	1712	8.41	14397.92
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1		6849.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1		10,954.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1		

One hundred and two thousand ninety-seven dollars

Total Base Bid in Words for CR-86 (D)

and ninety-two cents

\$ 102,097.92

Total Base Bid In Figures

**Optional Quote for Well CR-86 Well Rehabilitation and pumping  
equipment replacement**

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of <del>cleaning fluid from well</del>	Lump Sum	1		<del>4097.00</del>
2	Disposal of existing drop pipe	Lump Sum	1		500.00

~~Four thousand five hundred ninety-seven dollars~~

Total Optional Bid in Words for CR-86 (d)

\$ ~~4597.00~~

Total Optional Bid In Figures

**\$500.00 LTM**

**BID SCHEDULE*****Quote for Well CR-117 Well Rehabilitation and pumping equipment replacement***

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1		6101.00
2	Pull existing equipment	Lump Sum	1		4800.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1		1,000.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1		19,580.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <u>10</u> <b>Hourly Unit Cost</b> <u>\$ 300.00</u>	Lump Sum	1		3,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1		11,110.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video	Lump Sum	1		1,000.00

	camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 380 gpm / at a TDH of <u>2164</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1		24,910.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1		32,070.00
10	New 5" / 5.563" (OD) J55 drop pipe	Foot	2263	13.07	29,577.41
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1		7,263.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1		15,508.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1		

one hundred fifty-five thousand nine hundred nineteen  
Total Base Bid in Words for CR-117 (E)

dollars and forty one Cents

\$ 155,919.41

Total Base Bid In Figures

**Optional Quote for Well CR-117 Well Rehabilitation and pumping  
equipment replacement**

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of <del>cleaning fluid from well</del>	Lump Sum	1		<del>4097.00</del>
2	Disposal of existing drop pipe	Lump Sum	1		500.00
3	Stainless Steel drop pipe 5"/5.563" <del>OD</del>	Foot	2263	<del>68.05</del>	<del>153997.15</del>
4	Stainless Steel Check Valve	Lump Sum	1		<del>2623.00</del>

~~one hundred sixty-one thousand two hundred seventeen~~  
Total Optional Bid in Words for CR-117 (e)

~~dollars and fifteen cents~~

~~\$161,217.15~~

Total Optional Bid In Figures

**\$500.00 LTM**

**BID SCHEDULE**

Well omitted LTM

~~Quote for Well CR-217 Well Rehabilitation and pumping equipment replacement~~

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1		5323.00
2	<del>Pull existing equipment</del>	<del>Lump Sum</del>	<del>1</del>		
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1		1,000.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1		22,323.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <u>10</u> <b>Hourly Unit Cost</b> <u>\$ 300.00</u>	Lump Sum	1		3,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1		11,110.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video	Lump Sum	1		1,000.00

	camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 300 gpm / at a TDH of <u>1317</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1		18,298.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1		19,124.00
10	New 5" / 5.563" (OD) J55 drop pipe	Foot	1454	13.24	19,250.96
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1		6,849.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1		15,901.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1		

One hundred twenty three thousand one hundred Seventy

Total Base Bid in Words for CR-217 (F)

eight dollars and ninety six cents

\$ 123,178.96

Total Base Bid In Figures

~~Optional Quote for Well CR-217 Well Rehabilitation and pumping equipment replacement~~

Well omitted LTM

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1		4097.00
2	Disposal of existing drop pipe	Lump Sum	1		500.00

four thousand five hundred ninety-seven dollars

Total Optional Bid in Words for CR-217 (f)

\$ 4597.00

Total Optional Bid In Figures



**BID SCHEDULE**

Well omitted LTM

~~Quote for Well CR-41 Well Rehabilitation and pumping equipment replacement~~

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1		5,270.00
2	Pull existing equipment	Lump Sum	1		4,800.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1		1,000.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1		16,928.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> 10 <b>Hourly Unit Cost</b> \$ 300.00	Lump Sum	1		3,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1		11,110.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video	Lump Sum	1		1,000.00

	camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 275 gpm / at a TDH of <u>1543</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1		15441.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1		19,124.00
10	New 5" / 5.563" (OD) J55 drop pipe	Foot	1555	13.05	20,292.75
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1		6,849.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1		16,142.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1		

One hundred twenty thousand nine hundred fifty-six  
 Total Base Bid in Words for CR-41 (G)

dollars and Seventy-five Cents

\$ 120,956.75  
 Total Base Bid In Figures

~~Optional Quote for Well CR-41 Well Rehabilitation and pumping equipment replacement~~

Well omitted

LTM

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1		4097.00
2	Disposal of existing drop pipe	Lump Sum	1		500.00

Four thousand five hundred ninety seven dollars  
 Total Optional Bid in Words for CR-41 (g)

\$ 4597.00  
 Total Optional Bid In Figures

**CR-31 (Arapahoe) Well Abandonment - Permit No. 25040-F (44247-F)**

Bidder will complete bid pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Removal of existing pumping equipment if present	Lump Sum	1		3,810.00
2	Abandon the well	Lump Sum	1		15,345.72
3	Restore site	Lump Sum	1		533.33
Subtotal Bid Amount (H)					19,689.05

B+C+D+E+H= \$555,850.08

b+c+d+e= \$2,000.00

Total = \$557,850.08

Five hundred fifty-seven thousand eight hundred fifty and eight cents

*Yours/More*

~~One Million five thousand and thirty-seven dollars and forty-one cents~~  
Total Base Bid in Words (A+B+C+D+E+F+G+H)

~~Kerry L Wood 1/26/21~~      ~~\$1,005,031.41~~  
Signature and Date      Total Base Bid In Figures

~~Six hundred nine thousand six hundred and thirty-three dollars and fifty-seven cents~~  
Total Base Bid in Words (a+b+c+d+e+f+g)

~~Kerry L Wood 1/26/21~~      ~~\$ 609,633.57~~  
Signature and Date      Total Base Bid In Figures

Estimated Start Date

2/23/21

Estimated Completion Date

10/11/21

## BID PROPOSAL

**PROJECT: 2021 Denver Basin Rehabilitation, Pumping Equipment Replacement, and Well Abandonment**

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:

Colorado Pump Service & Supply Co  
a Corporation incorporated in the State of Colorado

-OR- \_\_\_\_\_, a partnership, / limited partnership, (select one), registered in the State of \_\_\_\_\_, whose general partner(s) is/are \_\_\_\_\_

-OR- \_\_\_\_\_  
a sole proprietor, whose trade name is \_\_\_\_\_

in the Town of \_\_\_\_\_, State of \_\_\_\_\_, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. *(The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)*

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 3.

Rev: 6-22-2010

RETURN BID TO: TOWN OF CASTLE ROCK  
CASTLE ROCK WATER  
175 Kellogg Court  
Castle Rock, CO 80109

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

*(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)*

9. The undersigned agrees to hold firm the Bid for **90** days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: Colorado Pump Service & Supply Co.

BY: Kerry L Word

ADDRESS: 5115 Gilbert St. #C  
Castle Rock, Co. 80104

TITLE: President

Attest:

SECRETARY: Ken H Wood  
(if corporation)

DATE: 1/26/21

**BID BOND**

Colorado Pump Service and Supply, 511 S Gilbert Unit C, Castle Rock, CO 80104  
(insert the full name and address or legal title of the Contractor) as Principal,  
and, US Specialty Insurance Company  
(insert the legal title of the Surety) as Surety, a corporation organized under the laws of the State of  
Texas, and authorized to transact business in the State of Colorado, with a  
general office at 13403 Northwest Freeway, Houston, TX 77040-6094  
are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee, in the amount of  
one million nine hundred twenty thousand (\$1,920,000.00) DOLLARS,  
in United States currency, for the payment of which amount the Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has  
submitted the accompanying Bid dated January 26, 2021, for construction of the  
The Castle Rock Water 2021 Denver Basin Wells Rehabilitation Project contract.

The Town requires, as a condition for receiving the Bid, that the Principal deposit with the Town a Bid Guaranty, of at least five percent of the amount of the Bid, conditioned so that if the Principal fails to execute the Agreement for Construction Contract, and furnish the required Bonds if the Principal is awarded the Contract, that the sum be paid immediately to the Town, as liquidated damages and not as a penalty, for the Principal's failure to perform.

If the Principal, within the specified period, executes the Agreement for Construction Contract with the Town according to the Bid, as accepted, and furnishes a Performance Bond and a Labor and Material Payment Bond with good and sufficient Surety or Sureties, upon the forms prescribed by the Town for the faithful performance and proper fulfillment of the Contract, or pays to the Town the proper amount of liquidated damages, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Executed this 22nd day of January, 2021.

WITNESS

WITNESS

PRINCIPAL : Colorado Pump Service and Supply  
By its President

SURETY : US Specialty Insurance Company

TITLE

BY: Crisostomo M. Trujillo  
Its Attorney-in-fact

I, Crisostomo M. Trujillo, certify that I am the Attorney-in-fact (title) of the Corporation named as Surety; that George Wood, Who signed the bond on behalf of the Principal, was then president (title) of the Corporation; that I know his or her signature, and the signature thereto is genuine; and that the bond was duly signed, sealed, and attested to for and on behalf of the Corporation by authority of this governing body.

(CORPORATE SEAL)

Signed:  
Title:

Attorney-in-fact



TOKIO MARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Steven G. Smith, Crisostomo Mariano Tujillo or David A. Wooldridge of Fort Collins Colorado**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\* Dollars ( \*\*\*\$3,000,000.00\*\*\* ). This Power of Attorney shall expire without further action on April 23<sup>rd</sup>, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

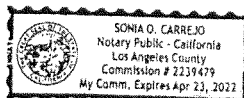
On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)

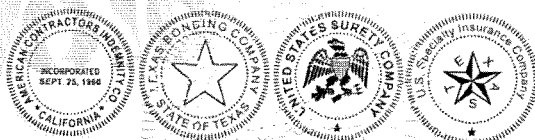


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22 day of January, 2021.

Corporate Seals  
Bond No. \_\_\_\_\_

Agency No. 15393



Kio Lo, Assistant Secretary



# Colorado Pump Service & Supply

511 South Gilbert Street Unit C

Castle Rock CO. 80104

Ph 303-688-6462 Fax 303-688-7565

January 26, 2021

## Exceptions, Options, Notes and Clarifications to Bid

### Town of Castle Rock Denver Basin Rehabilitation and Pumping Equipment Replacement 2019-2020 Water Well Project

1. SS Couplings & threads are phenolic coated for ease of Make & break now and in the future.
2. SS pipe has API 8 Rd. thread.
3. Materials ordered and stored at our facility will have to be invoiced after arrival.
4. **Price Escalation:**
5. Pricing for all items that include steel and aluminum content are priced based upon the current price of steel at the close of the market today, 1/26/21. The market rate of material cost has the potential to effect structural steel, electrical, cable, and various equipment. Cost escalations or reductions of the base price of steel and/or aluminum at the actual date and time of order will be reflected in a revised quotation issued at the order date. We have steel (pipe mainly) pricing & availability is fluctuating daily and could change prior to ordering, it is imperative to place orders as soon as possible to keep pricing within our budget for these items. If awarded this project we will order materials immediately to take away this risk.

#### Pump Efficiency:

well #	permit #		pump	
	pump design		Eff%	model #
CR-39	47928-F	490 gpm @ 2054 TDH	71.8	SM185000-16
CR-72R	67801-F	300 gpm @ 1546 TDH	70.5	SH12000-18
CR-73R	67802-F	325 gpm @ 1916 TDH	73.3	SH12000-24
CR-86	52808-F	135 gpm @ 1708' TDH	66.8	SJ4200-30
CR-117	68742-F	380 gpm @ 2164 TDH	72.5	SH12000-30
CR-217	55977-F	300 gpm @ 1317 TDH	73	SH12000-18
CR-41	52082-F	275 gpm @ 1543 TDH	67.3	SH9000-19

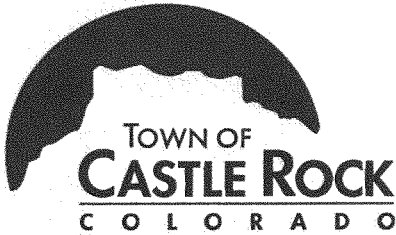
#### Attached to bid:

1. Pump Motor Seal Design and Performance
2. Well rehab procedure.
3. Abandonment procedure, includes notes from State DWR
4. Schedule

Thank You for the opportunity

Sincerely

George H Wood Jr



Town of Castle Rock  
Castle Rock Water Department  
175 Kellogg Court  
Castle Rock, CO 80109  
720-733-6000

**LETTER OF INDEMNIFICATION  
FOR WITHHOLDING CONFIDENTIAL INFORMATION**

Re: Request under the Colorado Open Records Act

Request for Proposal Number: RFP 2020-15

Proposals submitted by consultants in response to the Town of Castle Rock's Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with the Open Records Law, the Town will review the Submitter's proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

Colorado Pump Service & Supply Co.  
Submitter (Vendor or Business Name)

By: Kerry L. Wood  
Signature

Kerry L. Wood  
Name (please print)

President  
Title

1/26/21  
Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado )  
County of Douglas ) ss

that: Kerry L Wood , Being duly sworn deposes and says  
(Insert name)

1. he/she is the President (Title) of Colorado Pump Service & Supply Co  
the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman, suppliers, including this affiant.

CONTRACTOR: Colorado Pump Service & Supply Co. BY: Kerry L Wood

ADDRESS: 5115 S. Gilbert St #C TITLE: President  
Castle Rock Co 80104

Attest:

SECRETARY: George H. [Signature] DATE: 1/26/21  
(if corporation)

(SEAL)



### SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

N/A

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_

\_\_\_\_\_ Percentage \_\_\_\_\_%

\_\_\_\_\_

WATER SYSTEMS  
PUMPS  
PARTS & SUPPLIES

STATE LICENSE NO. 1119  
BONDED/INSURED

# COLORADO PUMP

## SERVICE & SUPPLY CO.

511 S. GILBERT ST. UNIT C  
**(303) 688-6462**

SERVICE  
REPAIRS  
INSTALLATIONS

P.O. BOX 1443  
CASTLE ROCK, CO. 80104  
Fax (303) 688-7565

### Town of Castle Rock Denver Basin Rehabilitation and Pumping Equipment Replacement 2021 Water Well Project

#### Chemicals Required

Cotey chemical Liquid Acid Descaler With a blended biodispersant	2205 Gals. 8% to Well Concentration
Caustic Soda	Acid Neutralization
Sodium hypochlorite	171 Gals. 10% concentration @ 250 PPM
NW 410 Chlorine enhancer	100 Gals.
Total gals. 7 wells	

#### Well Rehabilitation Procedures, Vertical Wells

Pull equipment out of well.

Video well per speck.

Bail or sand bucket out the fill to original TD. Estimate 6-7 hrs. Check well original PH.

The treatment process would be to mechanically scrub the interior of the well using a brush. This will help remove loose scale, rust deposits, and biofilm which can provide a protective environment for microorganisms. Once the entire column has been scoured, bail the disrupted material and any fill from the well.

Mix required chemical solution in mixing tanks, install tremie pipe at bottom screen, tremie the mix throughout the screened portion of the well from the bottom screen to static water level.

Install a double disk surge block to distribute the acid throughout the water level, with a brush tool incorporated below surge block. The rubber disks should fit snugly in the well casing which will provide good percussion/suction through the screens. Surge and brush well from water level to bottom screen, concentrating in screen areas. Starting off slowly at first to mix solution then increasing speed to a rate of 4 ft. per second. Brush screen sections and plain casing 6-7 hrs. Checking fill in the well to not fill in well past the bottom screen. Let acid sit overnight, surge and brush additional 2-3 hrs.

Throughout the entire cleaning process, care should be taken to ensure that the deepest part of the well (the sump) is cleaned and disinfected since this zone can harbor anaerobic growth including coliform bacteria.

Chemical treatment should begin by placing a solution of 6% LAD acid combined with 2% dispersion polymer into the screen sections by tremie pipe and aggressively swabbing or surging it into the screened zones for approximately (varies depending on each well) minutes per foot of zone to be treated. The total volume of treatment solution should be equal to 3 times the volume of the zone to be treated. The recommended biodispersant is NSF approved for use in potable wells and is recommended to enhance the activity of the acid in cleaning biomass and enhancing the efficiency of the acid in attacking mineral scale. The acid and biodispersant solution will aid in breaking down the biofilm and mineral coating that surrounds and protects the organisms, allowing for better penetration of the disinfection solution. During surging, monitor the pH and maintain a pH of 3 or less.

WATER SYSTEMS  
PUMPS  
PARTS & SUPPLIES

STATE LICENSE NO. 1119  
BONDED/INSURED

# COLORADO PUMP

## SERVICE & SUPPLY CO.

511 S. GILBERT ST. UNIT C  
**(303) 688-6462**

SERVICE  
REPAIRS  
INSTALLATIONS

P.O. BOX 1443  
CASTLE ROCK, CO. 80104  
Fax (303) 688-7565

After surging and brushing pull out brush and surge block and install evacuation pump and pump into storage tanks, neutralize water to be pumped to sewer manhole or hauled off site if required. Pump water until it reaches original ph or recommended minimal ph. Once the ph. is normal the well will have to be pumped to waste to sewer main until the water is clear or dump to ground. Estimated volume that will need to be pumped is 10 X well volume of (depending on individual well). Temporary storage tanks and or tanker truck will be used on site to hold neutralized or acidic water until all is pumped to sewer main or hauled away off site.

### Chlorination

Once the well has been effectively purged of all residue and is pumping clear of visible turbidity, disinfection should be carried out utilizing a pH adjusted chlorination at a 250-ppm chlorine level with a targeted pH range of 6.5 to 7.0. The treatment volume of the disinfection solution should be equivalent to 3 times the volume of the sections to be treated and evenly distributed throughout the producing zones. This larger volume serves to flood the borehole with the disinfection solution in order to increase the effectiveness of treatment as well as the effective treatment zone.

The disinfection solution should be circulated in well using evac pump or surged in place.. Monitor the chlorine level during disinfection and add additional chlorine to maintain at least a 100-ppm chlorine level during disinfection. Leave the solution in the well over night and circulate again the following morning while maintaining at least a 100-ppm chlorine concentration. Pull evac pump, video well, then sand bucket well to TD 1-2 hrs.

Estimated 7-10 days per well to complete rehab.

WATER SYSTEMS  
PUMPS  
PARTS & SUPPLIES

STATE LICENSE NO. 1119  
BONDED/INSURED

# COLORADO PUMP

## SERVICE & SUPPLY CO.

511 S. GILBERT ST. UNIT C  
**(303) 688-6462**

SERVICE  
REPAIRS  
INSTALLATIONS

P.O. BOX 1443  
CASTLE ROCK, CO. 80104  
Fax (303) 688-7565

### Town of Castle Rock Denver Basin Rehabilitation and Pumping Equipment Replacement 2021 Water Well Project

#### Well Abandonment Procedures, Well # 31

Pull existing equipment in well, measure TD and SWL.  
Video well, confirm perforation locations.

Supply and install:  
Mob pulling rig, back how, grout mixer, pump and equipment.

Well Permit 25040-F (CR 31) is completed through the Denver/Arapaho confining layer starting about 1645' below ground. The casing record shows perforated casing from 1650'-1700' which would allow that confining layer to be grouted off by pumping cement. The overlying aquifers are all grouted off.

We will fill well from TD to 1645' with clean gravel/sand, then Tremie in grout as required to 1700', fill in with gravel/sand to static water level, fill from static water level to 10' from surface with clean fill material, excavate 5' below G/L, cut casing off and cement 10' to 5' and backfill.

If we are allowed to have multiple wells down prior to June we can work on more than one well at a time which will enable us to get mote done prior to June shut down date.





COLOPUM-01

C3ATRUJILLO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2021

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

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

<b>PRODUCER</b> <b>AssuredPartners dba Front Range Ins Group</b> <b>2002 Caribou Drive, #101</b> <b>P.O. Box 270550</b> <b>Fort Collins, CO 80525</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (970) 223-1804</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>Colorado Pump Service &amp; Supply</b> <b>511 S. Gilbert, Unit C</b> <b>PO 1443</b> <b>Castle Rock, CO 80104</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : American Casualty Co of Reading</b>		<b>20427</b>
	<b>INSURER B : Valley Forge Insurance Co.</b>		<b>20508</b>
	<b>INSURER C : Continental Insurance Company</b>		<b>35289</b>
	<b>INSURER D : Pinnacol Assurance</b>		<b>41190</b>
	<b>INSURER E : Columbia Casualty Company</b>		<b>31127</b>
<b>INSURER F :</b>			

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			<b>5091534573</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>5091534539</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>5091534542</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N / A</b>	<b>4056086</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>E</b>	<b>E&amp;O and Pollution</b>			<b>CEO2088379663</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>Occurrence/Aggregate</b> \$ <b>1,000,000</b>
<b>A</b>	<b>Equipment Floater</b>			<b>5091534573</b>	<b>5/1/2020</b>	<b>5/1/2021</b>	<b>Leased/Rented Equip.</b> \$ <b>50,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 If required by written contract, signed by both parties prior to loss, the following endorsements apply on a blanket basis:

**General Liability:**  
 CNA75081XX (01-15) - Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement  
 CNA75008XX (10-16) - Waiver of Transfer of Rights of Recovery  
 CG0001 (04-13) - Primary and Noncontributory-Other Insurance Conditions  
 SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

<b>Castle Rock Water</b> <b>175 Kellogg Court</b> <b>Castle Rock, CO 80109</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 



## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>AssuredPartners dba Front Range Ins Group</b>		NAMED INSURED <b>Colorado Pump Service &amp; Supply</b> 511 S. Gilbert, Unit C PO 1443 Castle Rock, CO 80104
POLICY NUMBER <b>SEE PAGE 1</b>		
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>

## ADDITIONAL REMARKS

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

## Description of Operations/Locations/Vehicles:

## Auto Liability:

CA 20 01 (10-2013) - Lessor - Additional Insured and Loss Payee

## Workers Compensation:

359-B - Waiver of Subrogation

## Excess Liability:

Following form over General Liability, Auto Liability and Employers Liability

Project: 2021 Alluvial Wells Rehabilitation Project

**Schedule of Forms and Endorsements**

Policy Number: 5091534573

**I. CNA PARAMOUNT****A. Policyholder Notices**

Endm't Number	Form Title	Form Number	Form Edition
	Policy Holder Notice - Countrywide	CNA62820XX	02-15
	Notice To Policyholders Jurisdictional Inspections	CNA62823XX	07-17
	Policy Holder Notice - Countrywide	CNA74722XX	01-15
	Policy Holder Notice - Countrywide - Premium Basis Used on Liability Schedules	CNA75144XX	04-15
	Policy Holder Notice - Countrywide	CNA89319XX	06-17
	IMP INF Economic And Trade Sanctions Condition	G145041A	05-03

**B. Policy Terms & Conditions**

	Policy Declarations	CNA62639XX	09-12
	Schedule of Forms and Endorsements	CNA62640XX	09-12
	Common Terms and Conditions	CNA62642XX	10-15

**II. POLICY COVERAGE PARTS****A. First Party Terms & Conditions**

	First Party Glossary of Defined Terms	CNA62641XX	10-15
	First Party Terms and Conditions	CNA62647XX	10-15

**B. Business Property**

	Business Property Coverage Part Declarations	CNA62643XX	09-12
	Business Property Schedule of Coverages and Limits	CNA62645XX	10-15
	Business Property Schedule of Locations	CNA62644XX	10-15
1	Loss Payee or Mortgagee Schedule	CNA62728XX	10-15
	Business Property Coverage Part	CNA62648XX	10-15

**D. Inland Marine**

	Inland Marine Coverage Part Declarations	G55232	01-97
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**Schedule of Forms and Endorsements**

Policy Number: 5091534573

Endm't Number	Form Title	Form Number	Form Edition
	INLAND MARINE PERCENT DEDUCTIBLE	G56015B	11-91
	Unscheduled Jobsites - Property In Storage	CNA49559XX	08-13
	Transit Schedule of Coverages	G16221B	09-94
	Contractors Equipment Declaration-Policy Level	G300665B	11-09
	Contractors Equipment Declaration-Add Cov and Ext	G300666B	11-09
	Installation Floater Declarations	G44804D	07-12
	Commercial Inland Marine Conditions	CM0001	09-04
	Fungi, Wet Rot, Dry Rot and Microbe Exclusion	G142572A	01-02
	Loss Payable Provision	G15028A	08-89
	Transportation Special Causes of Loss Coverage For	G16223A	05-92
	Contractors Equipment Coverage Form	G44080H	11-09
	Installation Floater Coverage Form	G44805D	08-96

**F. General Liability**

	General Liability Coverage Part Declarations	CNA74694XX	01-15
	Additional Declarations - General Liability Schedule of Locations and Coverages	CNA75126XX	01-15
	Commercial General Liability Coverage Part	CG0001	04-13
2	General Aggregate Limit - Designated Projects Endorsement	CNA74826XX	01-15
3	General Aggregate Limit - Per Project Endorsement	CNA75061XX	01-15
4	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement	CNA75081XX	01-15
5	Deductible Applicable to Damages Endorsement	CNA75119XX	01-15
6	Pollution Exclusion Amendatory Endorsement	CNA74843XX	01-15
7	Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement	CNA75008XX	10-16
8	Subsidence Exclusion (CA, CO, NV) and Subsidence Residential Exclusion (All Other States)	CNA74682XX	01-15

**Schedule of Forms and Endorsements**

Policy Number: 5091534573

Endm't Number	Form Title	Form Number	Form Edition
	Endorsement		
9	Silica Exclusion Endorsement	CNA74687XX	01-15
10	Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement	CNA74708XX	01-15
11	Employment-Related Practices Exclusion Endorsement	CNA74761XX	01-15
12	Contractors - Professional Liability Exclusion Endorsement	CNA74801XX	01-15
13	Residential Construction Defect Products/Completed Operations Exclusion Endorsement	CNA74862XX	01-15
14	Construction Wrap-Up Program Exclusion Endorsement	CNA74863XX	01-15
15	Exterior Finish System Products/Completed Operations Property Damage Exclusion Endorsement	CNA74892XX	01-15
16	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - with Limited Bodily Injury Exception Endorsement	CNA75089XX	01-15

**III. POLICY ENDORSEMENTS**

	Economic And Trade Sanctions Condition	G144291A	03-03
	Colorado Changes - Concealment, Misrepresentation	IL0169	09-07
17	Bridge Endorsement	CNA62646XX	01-15
18	Cancellation / Non-Renewal - Colorado	CNA62814CO	09-12
19	Calculation of Premium Endorsement	CNA74726XX	01-15
20	Bridge Endorsement	CNA85485XX	05-16
21	Asbestos Exclusion Endorsement	CNA74719XX	01-15
22	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	CNA74727XX	01-15
23	Cap on Losses from Certified Acts of Terrorism Endorsement	CNA81503XX	02-15

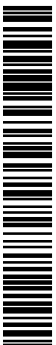
**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed Operations  
Coverage - Limited Liability Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
1. the **Named Insured's** acts or omissions; or
  2. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
- B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
  2. this coverage **part** provides such coverage.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
- B. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. supervisory, inspection, architectural or engineering activities; or
- C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed Operations  
Coverage - Limited Liability Endorsement**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 4 does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. The **bodily injury** or **property damage**; or
  2. The offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

**Waiver of Transfer of Rights of Recovery Against  
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

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

SCHEDULE
<b>Name Of Person Or Organization:</b>
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

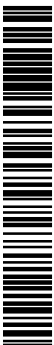
Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

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

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## Commercial General Liability Coverage Part

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **Named Insured** under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word **Insured** means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in bold have special meaning. Refer to Section V – Definitions.

**SECTION I – COVERAGES****COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the **Insured** becomes legally obligated to pay as **damages** because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the **Insured** against any **suit** seeking those **damages**. However, we will have no duty to defend the **Insured** against any **suit** seeking **damages** for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for **damages** is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to **bodily injury** and **property damage** only if:

- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- (2) The **bodily injury** or **property damage** occurs during the **policy period**; and
- (3) Prior to the **policy period**, no **Insured** listed under Paragraph 1. of Section II – Who Is An Insured and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **Insured** or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

- c. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **Insured** listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:

- (1) Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;
- (2) Receives a written or verbal demand or claim for **damages** because of the **bodily injury** or **property damage**; or
- (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

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**Commercial General Liability Coverage Part**

- e. **Damages** because of **bodily injury** include **damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

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

**b. Contractual Liability**

**Bodily injury** or **property damage** for which the **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages**:

- (1) That the **Insured** would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **Insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **Insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **bodily injury** or **property damage**, provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured contract**; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **damages** to which this insurance applies are alleged.

**c. Liquor Liability**

**Bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that **Insured**; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**Commercial General Liability Coverage Part****e. Employer's Liability****Bodily injury to:**

(1) An **employee** of the **Insured** arising out of and in the course of:

- (a) Employment by the **Insured**; or
- (b) Performing duties related to the conduct of the **Insured's** business; or

(2) The **spouse**, child, parent, brother or sister of that **employee** as a consequence of Paragraph (1) above.

This exclusion applies whether the **Insured** may be liable as an employer or in any other capacity and to any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **Insured contract**.

**f. Pollution**

(1) **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured**. However, this subparagraph does not apply to:
  - (i) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
  - (ii) **Bodily injury** or **property damage** for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than that additional **Insured**; or
  - (iii) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**;
- (b) At or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any **Insured**; or
  - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) **Bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor;

**Commercial General Liability Coverage Part**

(ii) **Bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**.

(e) At or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

(2) Any loss, cost or expense arising out of any:

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

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

However, this paragraph does not apply to liability for **damages** because of **property damage** that the **Insured** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

**Bodily injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and **loading or unloading**.

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** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the **Insured**;

(4) Liability assumed under any **Insured contract** for the ownership, maintenance or use of aircraft or watercraft; or

(5) **Bodily injury** or **property damage** arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of **mobile equipment**.

## Commercial General Liability Coverage Part

## h. Mobile Equipment

**Bodily injury** or **property damage** arising out of:

- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **Insured**; or
- (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

## i. War

**Bodily injury** or **property damage**, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## j. Damage To Property

**Property damage** to:

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

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

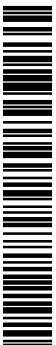
Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

## k. Damage To Your Product

**Property damage** to **your product** arising out of it or any part of it.

## l. Damage To Your Work

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



**Commercial General Liability Coverage Part**

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

**Property damage** to **impaired property** or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

**Damages** claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your product**;
- (2) **Your work**; or
- (3) **Impaired property**;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

**Bodily injury** arising out of **personal and advertising injury**.

**p. Electronic Data**

**Damages** arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for **damages** because of **bodily injury**.

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

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

**Bodily injury** or **property damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

## COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

## 1. Insuring Agreement

- a. We will pay those sums that the **Insured** becomes legally obligated to pay as **damages** because of **personal and advertising injury** to which this insurance applies. We will have the right and duty to defend the **Insured** against any **suit** seeking those **damages**. However, we will have no duty to defend the **Insured** against any **suit** seeking **damages** for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or **suit** that may result. But:

(1) The amount we will pay for **damages** is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business but only if the offense was committed in the **coverage territory** during the **policy period**.

## 2. Exclusions

This insurance does not apply to:

## a. Knowing Violation Of Rights Of Another

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

## b. Material Published With Knowledge Of Falsity

**Personal and advertising injury** arising out of oral or written publication, in any manner, of material, if done by or at the direction of the **Insured** with knowledge of its falsity.

## c. Material Published Prior To Policy Period

**Personal and advertising injury** arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

## d. Criminal Acts

**Personal and advertising injury** arising out of a criminal act committed by or at the direction of the **Insured**.

## e. Contractual Liability

**Personal and advertising injury** for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for **damages** that the **Insured** would have in the absence of the contract or agreement.

## f. Breach Of Contract

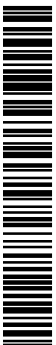
**Personal and advertising injury** arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

## g. Quality Or Performance Of Goods – Failure To Conform To Statements

**Personal and advertising injury** arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**.

## h. Wrong Description Of Prices

**Personal and advertising injury** arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.



**Commercial General Liability Coverage Part****i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

**Personal and advertising injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

**Personal and advertising injury** committed by an **Insured** whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of **personal and advertising injury** under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

**Personal and advertising injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

**Personal and advertising injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

**Personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
- (2) Claim or suit by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

**o. War**

**Personal and advertising injury**, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.



## Commercial General Liability Coverage Part

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

**Personal and advertising injury** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C – MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the **coverage territory** and during the **policy period**;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for **bodily injury**:

**a. Any Insured**

To any **Insured**, except **volunteer workers**.

**b. Hired Person**

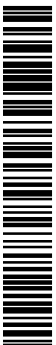
To a person hired to do work for or on behalf of any **Insured** or a tenant of any **Insured**.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an **employee** of any **Insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.



**Commercial General Liability Coverage Part****e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**.

**g. Coverage A Exclusions**

Excluded under Coverage **A**.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any **suit** against an **Insured** we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the **Insured** at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.
  - f. Prejudgment interest awarded against the **Insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an **Insured** against a **suit** and an indemnitee of the **Insured** is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
  - a. The **suit** against the indemnitee seeks **damages** for which the **Insured** has assumed the liability of the indemnitee in a contract or agreement that is an **Insured contract**;
  - b. This insurance applies to such liability assumed by the **Insured**;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the **Insured** in the same **Insured contract**;
  - d. The allegations in the **suit** and the information we know about the **occurrence** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
  - e. The indemnitee and the **Insured** ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the **Insured** and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the **suit**;
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;

**Commercial General Liability Coverage Part**

- (c) Notify any other insurer whose coverage is available to the indemnitee; and
  - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the **suit**; and
  - (b) Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be **damages** for **bodily injury** and **property damage** and will not reduce the limits of insurance.

Our obligation to defend an **Insured's** indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your **spouse** are **Insureds**, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an **Insured**. Your members, your partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an **Insured**. Your members are also **Insureds**, but only with respect to the conduct of your business. Your managers are **Insureds**, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an **Insured**. Your **executive officers** and directors are **Insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **Insureds**, but only with respect to their liability as stockholders.
  - e. A trust, you are an **Insured**. Your trustees are also **Insureds**, but only with respect to their duties as trustees.
2. Each of the following is also an **Insured**:
  - a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are **Insureds** for:
    - (1) **Bodily injury** or **personal and advertising injury**:
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a **co-employee** while in the course of his or her employment or performing duties related to the conduct of your business, or to your other **volunteer workers** while performing duties related to the conduct of your business;
      - (b) To the **spouse**, child, parent, brother or sister of that **co-employee** or **volunteer worker** as a consequence of Paragraph **(1)(a)** above;
      - (c) For which there is any obligation to share **damages** with or repay someone else who must pay **damages** because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.



**Commercial General Liability Coverage Part****(2) Property damage** to property:

**(a)** Owned, occupied or used by;

**(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b.** Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.

**c.** Any person or organization having proper temporary custody of your property if you die, but only:

**(1)** With respect to liability arising out of the maintenance or use of that property; and

**(2)** Until your legal representative has been appointed.

**d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this **Coverage Part**.

**3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a **Named Insured** if there is no other similar insurance available to that organization. However:

**a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;

**b.** Coverage **A** does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

**c.** Coverage **B** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

**a. Insureds;**

**b. Claims made or suits brought; or**

**c. Persons or organizations making claims or bringing suits.**

**2.** The General Aggregate Limit is the most we will pay for the sum of:

**a. Medical expenses under Coverage C;**

**b. Damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and**

**c. Damages under Coverage B.**

**3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.

**4.** Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all **damages** because of all **personal and advertising injury** sustained by any one person or organization.



## Commercial General Liability Coverage Part

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. **Damages** under Coverage A; and
  - b. Medical expenses under Coverage C
- because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for **damages** because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.

The Limits of Insurance of this **Coverage Part** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the **policy period** shown in the Declarations, unless the **policy period** is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS****1. Bankruptcy**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve us of our obligations under this **Coverage Part**.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- 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. To the extent possible, notice should include:

- (1) How, when and where the **occurrence** or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the **occurrence** or offense.

- b. If a claim is made or **suit** is brought against any **Insured**, you must:

- (1) Immediately record the specifics of the claim or **suit** and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **suit** as soon as practicable.

- c. You and any other involved **Insured** must:

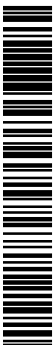
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the **suit**; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply.

- d. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this **Coverage Part**:

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**Commercial General Liability Coverage Part**

- a. To join us as a party or otherwise bring us into a **suit** asking for **damages** from an **Insured**; or
- b. To sue us on this **Coverage Part** unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured**; but we will not be liable for **damages** that are not payable under the terms of this **Coverage Part** or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the **Insured** for a loss we cover under Coverages **A** or **B** of this **Coverage Part**, our obligations are limited as follows:

**a. Primary Insurance**

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

**b. Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**.

(b) Any other primary insurance available to you covering liability for **damages** arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional **Insured**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the **Insured** against any **suit** if any other insurer has a duty to defend the **Insured** against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **Insured's** rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-**Insured** amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this **Coverage Part**.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

**Commercial General Liability Coverage Part**

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this **Coverage Part** in accordance with our rules and rates.
- b. Premium shown in this **Coverage Part** as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the **First Named Insured**. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **policy period** is greater than the earned premium, we will return the excess to the **First Named Insured**.
- c. The **First Named Insured** must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this **Coverage Part** to the **First Named Insured**, this insurance applies:

- a. As if each **Named Insured** were the only **Named Insured**; and
- b. Separately to each **Insured** against whom claim is made or **suit** is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the **Insured** has rights to recover all or part of any payment we have made under this **Coverage Part**, those rights are transferred to us. The **Insured** must do nothing after loss to impair them. At our request, the **Insured** will bring **suit** or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this **Coverage Part**, we will mail or deliver to the **First Named Insured** shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Auto** means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

**Commercial General Liability Coverage Part**

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

- 3. **Bodily injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

- 4. **Coverage territory** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
  - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
  - (3) **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication;

provided the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
- 6. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
  - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.

- 9. **Insured contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **Insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;



**Commercial General Liability Coverage Part**

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10. Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

**11. Loading or unloading** means the handling of property:

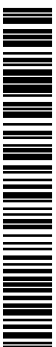
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **auto**;
- b. While it is in or on an aircraft, watercraft or **auto**; or
- c. While it is being moved from an aircraft, watercraft or **auto** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **auto**.

**12. Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:



**Commercial General Liability Coverage Part**

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

- 13. Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your **advertisement**; or
  - g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.
- 15. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. Products-completed operations hazard:**
- a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**Commercial General Liability Coverage Part**

b. Does not include **bodily injury** or **property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

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

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

**18. Suit** means a civil proceeding in which **damages** because of **bodily injury**, **property damage** or **personal and advertising injury** to which this insurance applies are alleged. **suit** includes:

- a. An arbitration proceeding in which such **damages** are claimed and to which the **Insured** must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with our consent.

**19. Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

**20. Volunteer worker** means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21. Your product:**

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.





**22. Your work:**

**a. Means:**

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- (2)** The providing of or failure to provide warnings or instructions.



LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

**Named Insured:** COLORADO PUMP SERVICE & SUPPLY

**Endorsement Effective Date:** 05/01/2020

**SCHEDULE**

**Insurance Company:** Valley Forge Insurance Company

**Policy Number:** 5091534539

**Effective Date:** 05/01/2020

**Expiration Date:** 05/01/2021

**Named Insured:** COLORADO PUMP SERVICE & SUPPLY

**Address:** PO BOX 1443  
CASTLE ROCK, CO 80104-1443

**Additional Insured (Lessor):**

**Address:**

**Designation Or Description Of "Leased Autos":**

Coverages	Limit Of Insurance
Liability	\$1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Refer to Declarations Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Refer to Declarations Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"

Form No: CA 20 01 10 13

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 2

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 5091534539

Policy Effective Date: 05/01/2020

Policy Page: 45 of 141



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

**A. Coverage**

1. Any "**leased auto**" designated or described in the Schedule will be considered a covered "**auto**" you own and not a covered "**auto**" you hire or borrow.
2. For a "**leased auto**" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "**insured**" the lessor named in the Schedule. However, the lessor is an "**insured**" only for "**bodily injury**" or "**property damage**" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "**employees**" or agents; or
  - c. Any person, except the lessor or any "**employee**" or agent of the lessor, operating a "**leased auto**" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "**leased auto**" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "**leased auto**", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "**loss**" to a "**leased auto**".
2. The insurance covers the interest of the lessor unless the "**loss**" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

**D.** The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"**Leased auto**" means an "**auto**" leased or rented to you, including any substitute, replacement or extra "**auto**" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

NCCI #: WC000313B  
Policy #: 4056086

Colorado Pump Service & Supply  
P O Box 1443  
Castle Rock, CO 80104

AssuredPartners of Colorado, LLC -  
2002 Caribou Drive  
#101  
Fort Collins, CO 80525  
(970) 223-1804

**ENDORSEMENT: Blanket Waiver of Subrogation**

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

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

**SCHEDULE**

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

Effective Date: May 1, 2020      Expires on: May 1, 2021  
Pinnacol Assurance has issued this endorsement May 4, 2020