



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

BROOKS CROSSING PARK IMPROVEMENTS

**Project No. PR2205.401
Council Date: June 13, 2024**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 2024 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DNG Construction, LLC**, an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2420.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about February 16, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor for construction services as more fully described in Article 1 and **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **BROOKS CROSSING PARK IMPROVEMENTS**, Project Number **PR2205.401**. The scope of work consists of renovation of the existing neighborhood park including LED lighting, play structures, shade structures, exercise stations, site furnishings, ADA compliant concrete walkways, and landscape/irrigation, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in Agreement provisions, unless issued in writing, as a Agreement amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$1,987,588** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **210** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	raymond.potts@chandleraz.gov
JOC CONTRACTOR:	DNG Construction, LLC	
	3933 E. La Salle Street, Phoenix, AZ 85040	
	JOC Contractor Representative: Dominic DeMark	
	Phone:	480-361-9137
	Email:	ddemark@dngllc.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China

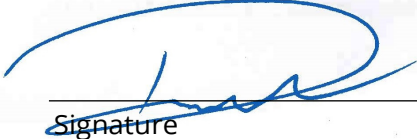
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY" CITY OF CHANDLER

**"JOC CONTRACTOR"
DNG CONSTRUCTION, LLC**

MAYOR



Signature

5/1/24

Date

RECOMMENDED BY:



Daniel Haskins, P.E.
CIP City Engineer

Dominic DeMark

Print Name

President

Title

ddemark@dngllc.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

EXHIBIT A

SCOPE OF WORK

EXHIBIT "A"

**JOB ORDER COST PROPOSAL
COVER SHEET
PR2205: Brooks Crossing Park**

04/04/24

Raymond Potts
Construction/Design Project Manager
City of Chandler/Public Works & Utilities

Dear Raymond,

DNG Construction, LLC submits our proposal for the Brooks Crossing Park.

Our proposal includes new PT Pickleball court, resurfacing of an existing basketball court, fitness area, (2) Ramadas, Playstructures, site furniture, LED area lighting, new park entryway, MDF, hardscape and landscape improvements based on the plans and specifications sealed November 20, 2023.

Our proposal includes general conditions, overhead & fee, sales tax and insurances and all related constructions costs. Our total proposal amount is **\$1,987,588** which includes \$150,000 in owners allowance and our project fee is **\$111,307**. We anticipate the project to last about **5 months**.

Please let us know if you have any concerns or comments relating to our proposal and look forward to commencing work.

Sincerley,



Dominic DeMark
President

EXHIBIT A1
PROJECT SPECIFIC
SPECIAL PROVISIONS

Plant Warranty and Guarantee

At no additional cost to City, Contractor will warranty all installed trees and saguaros for a period of one year after final acceptance of the project against defects including death and unsatisfactory growth, except for defects resulting from neglect by City, vandalism, force majeure, abuse or damage by others, or incidents which are beyond Contractor's control. Shrubs groundcovers, and cactus varieties will be warranted through the duration of the plant establishment period. Remove and replace plant material found to be dead or in unhealthy condition at any time during the Plant Establishment Period or warranty period as applicable, or as directed by Engineer. Replace plant material that is in doubtful condition at the end of warranty period, unless, in the opinion of Engineer, it is advisable to delay replacement. If a replacement is delayed, another inspection will be conducted, at an agreed upon date, to determine acceptance or rejection. Only one replacement (per tree, shrub, or cacti) will be required during the warranty period, except for loss or replacements due to failure to comply with the specified requirements.

EXHIBIT B
FEE SCHEDULE



3933 E. La Salle St.

Phoenix, AZ 85040

Phone- 480-361-9137

AZ ROC- 282951, 288968

dngconstruction.com

EXHIBIT "B"

JOB ORDER COST PROPOSAL SUMMARY SHEET PR2205: Brooks Crossing Park Rebuild

Negotiated Prices		
Price of Subcontractor(s)	\$	1,459,686
Price of Subconsultant(s)	\$	-
General Conditions	\$	130,412
Preconstruction Labor (if applicable)	\$	-
Construction Labor (if applicable)	\$	-
SUBTOTAL (NEGOTIATED PRICES):		\$ 1,590,098
Overhead and Profit (Coefficient per Job Order Master Agreement)	7%	\$ 111,307
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 1,701,405
Insurance, Bonds, & Taxes		
Sales Tax, Material Only (Current Tax Rate)	ENTER TAX % HERE: 5.07%	\$ 86,261
General Liability Insurance Percentage (Actual Cost per Job Order)		\$ 22,970
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$ 9,938
Payment Bond (Actual Cost per Job Order)		\$ 17,014
Performance Bond (Actual Cost per Job Order)		Included
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 136,183
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 1,837,588
City's Allowance		\$ 150,000
TOTAL JOB ORDER:		\$ 1,987,588

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

GENERAL REQUIREMENTS ESTIMATE

PROJECT: PR2205: Brooks Crossing Park
LOCATION: CHANDLER, AZ

PREP. BY: DD/JT
CHK'D BY:

DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST
PROJECT MANAGER	200	HRLY	\$ 102.50	\$ 20,500
PROJECT SUPERINTENDENT	800	HRLY	95.25	76,200
FIELD ENGINEER	0	HRLY	76.50	-
LABORER	0	HRLY	42.25	-
CARPENTER	0	HRLY	56.50	-
BUILDING PERMIT	0	LS	-	-
DUST CONTROL / ENVIRONMENTAL PERMIT	1	LS	1,500.00	1,500
BLUEPRINTS, COPIES AND REPRODUCTION	2	SETS	75.00	150
POSTAGE & DELIVERY SERVICE	1	EA	125.00	125
FIELD COMPUTER SERVICE	5	MONTHS	85.00	425
SITE COMPUTER - HARDWARE / SOFTWARE	0	LS	-	-
DESIGN & ENGINEERING SERVICES	0	LS	-	-
PROJECT FIELD OFFICE/STORGAE CONTAINER	5	MONTHS	875.00	4,375
FIELD OFFICE SET-UP / REMOVAL	1	EA	500.00	500
DRINKING WATER	5	MONTHS	75.00	375
TEMPORARY TOILETS / SANITARY FACILITIES	5	MONTHS	475.00	2,375
TEMPORARY POWER	0	MONTHS	-	-
TEMPORARY WATER - HYDRANT METER FEES	0	EA	-	-
WATER CONSUMED	0	MONTHS	-	-
POWER CONSUMED	0	MONTHS	-	-
MOBILE PHONE USAGE	5	MONTHS	125.00	625
PROJECT SECURITY / WATCHMAN	0	WKS	-	-
TEMPORARY FENCE	1063	LF	5.75	6,112
TEMPORARY ROADS AND ENTRANCES	0	EA	-	-
DUST CONTROL / PALLIATION	1	LS	2,500.00	2,500
STREET SWEEPER	0	EA	-	-
PROJECT SIGNAGE AND BARRICADES	1	LS	625.00	625
FIRE PROTECTION AND SAFETY SUPPLIES	0	MONTHS	-	-
PROGRESSIVE CLEAN UP	0	MHRS	-	-
CONCRETE WASH OUT	5	LS	450.00	2,250
FINAL CLEANING	0	LS	-	-
TRASH DISPOSAL	5	TRIPS	525.00	2,625
PROJECT PICKUP TRUCK	5	MONTHS	875.00	4,375
MISC. SMALL TOOLS AND SUPPLIES	0	LS	-	-
EQUIPMENT / TOOL RENTAL	0	LS	-	-
EQUIPMENT FUEL	0	MONTHS	-	-
PROJECT SAFETY	5	MONTHS	955.00	4,775
TOTAL GENERAL REQUIREMENTS				\$ 130,412

PR2205: Brooks Crossing Park



GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Survey

DATE: 04/05/24

PAGE:

BY: DD

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: MATERIAL TESTING

DATE: 04/05/24

PAGE: _____

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Demo_Earthwork

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: SWPPP

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Underground

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Fencing

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Landscaping

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Site Amenities

DATE: 04/05/24

PAGE:

BY: DD

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Concrete

DATE: 04/05/24

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BY: DD

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: PT Courts

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Playground Equip

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Ramada_Shade Struct

DATE: 04/05/24

PAGE: _____

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Fitness Equip

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Plumbing

DATE: 04/05/24

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GENERAL ESTIMATE

PROJECT: PR2205: Brooks Crossing Park

TRADE: Electrical

DATE: 04/05/24

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PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT: DNG Construction, LLC

(hereinafter "Principal"), and Merchants National Bonding, Inc. (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler (hereinafter "Obligee") in the amount of one million nine hundred eighty seven thousand five hundred eighty eight and no/100 (Dollars) (\$1,987,588), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated

the 10th day of June, 2024 for construction of **BROOKS CROSSING PARK IMPROVEMENTS, PR2205.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 10th day of June, 2024

Crest Insurance Group
AGENT OF RECORD

DNG Construction, LLC

PRINCIPAL

SEAL

By /

Merchants National Bonding, Inc.

SURETY

SEAL

Michael J. Mesenbrink, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Filiberto J Islas; Heather J Perrin; Katie Love; Lisa M Hankal; Lori K Steiner; Margie Wager; Maria R Lucero; Michael J Mesenbrink; Thomas R Turner; Will Huyler

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of March, 2024.



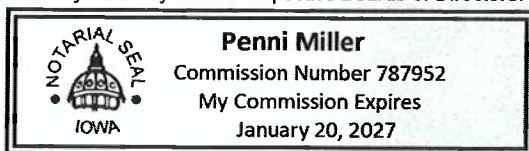
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of May, 2024.



William Warner Jr.
Secretary

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
 PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
 (Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT: DNG Construction, LLC

(hereinafter "Principal"), as Principal, and Merchants National Bonding, Inc. (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with its principal office in the City of Des Moines, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler (hereinafter "Obligee") in the amount of one million nine hundred eighty seven thousand five hundred eighty eight and no/100 (Dollars) (\$1,987,588), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the 10th day of June, 2024 for construction of **BROOKS CROSSING PARK IMPROVEMENTS, PR2205.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 10th day of June, 2024

Crest Insurance Group
 AGENT OF RECORD

7272 E Indian School Road, Suite 375
Scottsdale, AZ 85251
 AGENT ADDRESS

DNG Construction, LLC

PRINCIPAL

SEAL

By

Merchants National Bonding, Inc.

SURETY

SEAL

Michael J. Mesenbrink, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of March, 2024.



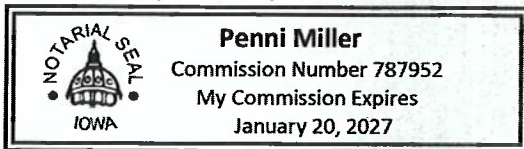
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of May, 2024.



William Warner Jr.
Secretary

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **BROOKS CROSSING PARK IMPROVEMENTS**

Project No.: **PR2205.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **BROOKS CROSSING PARK IMPROVEMENTS**

Project No.: **PR2205.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **PR2205.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.



March 1st, 2024

Dominic DeMark, CPA
DNG Construction, LLC
3933 East La Salle Street
Phoenix, AZ 85040

SUBJECT: Brooks Crossing Park - City of Chandler

Dear Dominic:

Rick Engineering Company is pleased to submit this proposal to provide professional survey services on the above referenced project. We look forward to working with you on this project.

SCOPE OF WORK:

Control/Removals

- Verify existing horizontal and vertical control and establish new control for site staking.
- Provide pavement and curb cuts for removals

Site Staking

- Provide stakes for new sidewalk/at 50 foot intervals/25 foot intervals for arcs
- Provide stakes for new site curbing/landscape curb at 25 foot intervals.
- Provide stakes for new waterline.
- Provide stakes for new fencing at 50 foot intervals
- Provide stakes for new ramadas/play structures/sports courts/exercise/playground equipment
- Provide stakes for rough site grading, including new basins and berms
- Provide stakes for new light poles

Asbuilts

- Perform field and office work to prepare asbuilts including:
 1. Grading
 - Provide elevations of grade breaks and driveway entry returns (including curb and gutter at said locations).

Note: The contractor will note any changes made during the construction phase and provide dimensions to the surveyor before completion of final asbuilts are submitted. Should the following be required by the governing municipality, the contractor shall notify the project surveyor before back-filling water, fire line, sewer, storm drain facilities or other underground pipelines and utilities in order that the surveyor may verify the asbuilt location and elevation of said utilities.

Calculations, Coordination and Project Management

- Onsite preconstruction meetings to coordinate field staking for synergistic operation with construction subcontractors (not to exceed one meeting). Additional meetings will be conducted on a time and materials basis per Fee Schedule.
- Point staking calculation for items contained in this proposal.
- Correspondence to client and subcontractors (i.e. cutsheets, staking progress memorandums, etc).



FEE:

Rick Engineering will provide the above services for a TOTAL FEE of \$4,5000.00. The attached Provisions of Agreement between DNG Construction (CLIENT) and RICK are incorporated hereunto and made a part of this proposal. Any printing is extra and not a part of this agreement.

EXCLUSIONS:

The following items are specifically excluded from the Scope of Work and budget and, if required, will either be prepared by others or will be covered by separate agreement between Rick Engineering Company and CLIENT.

- a) Boundary Discrepancies
- b) Soils Reports
- c) Staking for Finish Landscape Irrigation
- d) Any items not listed in the "Scope of Work"

If the above meets with your approval, please execute where indicated below, and return to our office for our files. If there are any questions or concerns, please feel free to contact our office.

Sincerely,
RICK ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "R R Hager", is written over the company name.

Randall R. Hager, RLS
Associate – Construction Survey Manager

ACCEPTED THIS _____ DAY OF _____, 2023

BY: _____
CLIENT

Invoices for this project to be addressed & emailed to:

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Email (REQUIRED): _____

Contact person: _____

Please complete, sign and return a copy to RICK ENGINEERING COMPANY

STANDARD PROVISIONS: ARIZONA 2023

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.
2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.
3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.
4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.
7. Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; issuance of regulations, orders or other governmental actions that limit, restrict or delay the ability of Consultant or Consultant's workforce to perform; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.
8. In the event litigation is instituted under the terms and conditions of this Agreement, such litigation is to be brought and tried in the appropriate court in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction.
9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects, or other consultants.
10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.
11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.
12. Consultant makes no representation, guarantee, warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications, or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.
13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
14. Client and Consultant agree to cooperate in any and every way or manner on project.
15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.
16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition, or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its subconsultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence or willful misconduct of the Client, the Architect or the Consultant or their respective subconsultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the sole negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third-party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultants work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and

Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings, and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged, or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments, and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend,

indemnify, and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the sole negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of \$50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds \$150,000, the liability of Consultant shall not exceed \$150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project does not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

- (a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.
- (b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.
- (c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.
- (d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultants profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

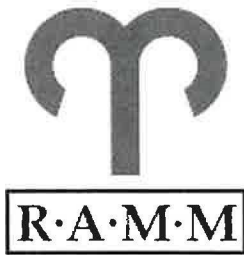
54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with

the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

HOURLY RATES-PHOENIX OFFICE

January 1, 2022-February 28, 2023

Principal Consultant (Special Projects)	\$ 300.00	Survey Manager	\$ 155.00
Principal	230.00	Assistant Survey Manager	140.00
Associate Principal	210.00	One-person Survey Party	130.00
Senior Project Manager	205.00	Two-person Survey Party	170.00
Associate/Manager	195.00	Three-person Survey Party	210.00
Principal Project Engineer/Manager	165.00	Principal Survey Analyst	130.00
Associate Project Engineer/Manager	150.00	Associate Survey Analyst	120.00
Assistant Project Engineer/Manager	140.00	Assistant Survey Analyst	110.00
Principal Engineering Designer	130.00		
Associate Engineering Designer	120.00	3-D Laser Scanning (One-Person Crew)	\$ 190.00
Assistant Engineering Designer	110.00	3-D Laser Scanning (Two-Person Crew)	230.00
Principal Engineering Drafter	100.00	Principal 3-D Laser Scanning Project Manager	165.00
Associate Engineering Drafter	90.00	Associate 3-D Laser Scanning Project Manager	150.00
Assistant Engineering Drafter	80.00	Assistant 3-D Laser Scanning Project Manager	135.00
		Principal 3-D Laser Scanning Specialist	125.00
Public Works Manager	\$ 230.00	Associate 3-D Laser Scanning Specialist	115.00
Public Works Senior Project Manager	205.00	Assistant 3-D Laser Scanning Specialist	105.00
Traffic Engineer/Transportation Planner	170.00	Principal 3-D Laser Scanning Technician	95.00
Principal Transportation/Traffic Designer	135.00	Associate 3-D Laser Scanning Technician	85.00
Associate Transportation/Traffic Designer	125.00	Assistant 3-D Laser Scanning Technician	75.00
Assistant Transportation/Traffic Designer	115.00	Drone (One-Person Crew)	195.00
		Principal Drone Project Manager	155.00
Principal Project Planner	\$ 155.00	Assistant Drone Project Manager	140.00
Senior Associate Planner	135.00	Principal Drone Specialist	130.00
Senior Planner	125.00	Associate Drone Specialist	115.00
Associate Planner	115.00	Assistant Drone Specialist	110.00
Assistant Planner	105.00		
		Expert Witness	\$ 425.00
Principal Water Resources Designer	\$ 125.00	Court Appearance per half day or part	1,840.00
Associate Water Resources Designer	115.00		
Assistant Water Resources Designer	105.00	Entitlements Coordinator	\$ 110.00
		Associate Project Administrator	60.00
Principal Landscape Architect	\$ 215.00	Assistant Project Administrator	55.00
Principal Project Landscape Architect	155.00	Administrative Assistant	50.00
Associate Landscape Architect/Manager	140.00		
Assistant Landscape Architect/Manager	125.00		
Principal Landscape/Urban Designer	115.00		
Associate Landscape/Urban Designer	105.00		
Assistant Landscape/Urban Designer	95.00		



RICKER • ATKINSON • McBEE • MORMAN
& ASSOCIATES, INC.

Geotechnical Engineering • Construction Materials Testing
2105 South Hardy Drive, Suite 13, Tempe, AZ 85282
Telephone (480) 921-8100 • Facsimile (480) 921-4081

DNG Construction
3933 East La Salle Street
Phoenix, AZ. 85040

March 4, 2024

Attn: Estimating Coordinator / Email: (estimating@dngllc.com)

Re: City of Chandler Park

RAMM Proposal No. PT23764

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Materials Testing and Special Inspection Services for the above-referenced project.

The following scope of work and **estimated fee** are based on our experience with similar projects, a review of the project plans, specifications and Addendum. **Charges will be based only on actual time spent and testing performed to provide the services required.**

On this project there will be no overtime premium for weekday work and no minimum charge per trip.

Materials Testing

Earthwork: Compaction testing during foundation area over-excavation and backfilling, subgrade preparation and fill placement in new structure and exterior concrete areas, and sub-floor aggregate base where required. Includes geotechnical special inspections and pad certifications.

	<u>Unit Rates</u>	<u>Amount</u>
40 Hours	\$ 64.00	\$ 2,560.00
15 Trips	70.00	1,050.00
2 Standard Proctors	145.00	290.00
1 ABC Sieve and P.I.	290.00	<u>290.00</u>
	Subtotal	\$ 4,190.00

Concrete: Sampling and compressive strength testing of concrete based on the specified minimum testing frequency of one set of 4 cylinders per 100 or less c.y. and at least one set per day's placement (assume 12 sets).

	<u>Unit Rates</u>	<u>Amount</u>
30 Hours	\$ 64.00	\$ 1,920.00
12 Trips	70.00	840.00
48 Cylinders	20.00	<u>960.00</u>
	Subtotal	\$ 3,720.00

Trench Backfill: Compaction testing of bedding and backfill for new water line.

	<u>Unit Rates</u>	<u>Amount</u>
5 Hours	\$ 64.00	\$ 320.00
2 Trips	70.00	<u>140.00</u>
		Subtotal
		\$ 460.00

Asphalt Pavement: Sampling and testing of asphalt concrete materials in pavement replacement areas.

	<u>Unit Rates</u>	<u>Amount</u>
3 Hours	\$ 64.00	\$ 192.00
1 Trips	70.00	70.00
1 AC Marshall / Extraction & Gradation	150/160	<u>310.00</u>
		Subtotal
		\$ 572.00

MATERIALS TESTING TOTAL:

\$ 8,942.00

Fee includes reports for all inspections, test results, transportation, clerical and postage. We look forward to working with you on this project.

Respectfully submitted,
RICKER, ATKINSON, MCBEE, MORMAN & ASSOCIATES, INC.


Oliver Ford, Jr.
Project Manager

Proposal NO. 134



Date: 3/21/2024
Job Name: Brooks crossing
Location: Chandler Az

Redd Construction
11311 E Germann Road
Chandler, Az 85286
480-857-2621(o) / 480-220-0454(m)

To: DNG

Attention: Dominic DeMark
Email: ddemark@dnngllc.com

We propose to provide the materials and labor listed below to complete the landscape install for this job per the landscape architects specs and plans. Scope of work to be as follows:

Labor, Equipment & Materials

Trees				
36" Box Tree	26 Qty	\$	650	\$ 16,900.00
24" Box Tree	64 Qty	\$	300	\$ 19,200.00
Shrubs				
5 Gal Shrub	733 Qty	\$	24	\$ 17,592.00
Cacti				
5 Gal Cacti	48 Qty	\$	38	\$ 1,824.00
Agave				
5 Gal Agave	121 Qty	\$	50	\$ 6,050.00
Boulders				
Lbs	50000 Qty	\$	0.28	\$ 14,000.00
Granite				
3/8 minus Arizona Gold	10 Tons	\$	80	\$ 800.00
Mulch	30 Yards	\$	125	\$ 3,750.00
1/2" Arizona Gold	450 Tons	\$	125	\$ 56,250.00
1" Arizona Gold	150 Tons	\$	125	\$ 18,750.00
Rip Rap Arizona Gold	30 Tons	\$	130	\$ 3,900.00
Grouted Rip Rap Arizona Gold	4 Tons	\$	475	\$ 1,900.00
Curbing				
8" x 8"	550 Lf	\$	18	\$ 9,900.00
Turf				
Mid Iron	2500 Sqft	\$	1	\$ 2,500.00
Irrigation	1 Qty	\$	85,259	\$ 85,258.57
Mobilization	2 Qty	\$	5000	\$ 10,000.00
Demo of trees and palm	1 Qty	\$	1200	\$ 1,200.00

*** Includes 90 Day Maintenance

Subtotal \$ 269,774.57
\$259,874

Alt Adds

1" Backflow with pad and inclosure with sch
80 1" line per sheet on civil plans C.I 3.0
Demo concrete, saw cutting, haul off and
dump fees per Civil Sheet CI 2.0
Demo Playground structure Sheet LD 4.0
Gather engineered wood fiber Sh LD 4.0
Demo Dog Stations Sh LD 4.0
Demo Trash Receptacles Sh LD 4.0
Demo Bollards Sh LD 4.0
Demo Volley Ball Court Sh LD 4.0
Demo Drinking Fountain Sh LD 4.0
Demo Sign Sh LD 4.0
Demo Grass Sh LD 4.0

1 Qty	\$	6000	\$ 6,000.00
15280 Sqft	\$	2.5	\$ 45,700.00
2 Qty	\$	2000	\$ 4,000.00
1 Qty	\$	1500	\$ 1,500.00
3 Qty	\$	200	\$ 600.00
12 Qty	\$	100	\$ 1,200.00
7 Qty	\$	150	\$ 1,050.00
1 Qty	\$	4500	\$ 4,500.00
1 Qty	\$	600	\$ 600.00
1 Qty	\$	600	\$ 600.00
1.1 Ac	\$	2000	\$ 2,200.00

Alt Adds Subtotal \$ 67,950.00
Haul off dirt \$ 12,500.00

We hereby agree to provide and professionally install the specified above at this price: \$ 337,924.57

Date: 3/21/2024

Proposal is good for 30 days

Grade to be within .10 by General Contractor

Date of Acceptance:

Signature: _____
Title: _____

PROPOSAL: #23509

PROJECT: Brooks Crossing Park

6K

PROPOSAL CREATED ON: 3/5/24

To whom it may concern,

6K is pleased to submit this proposal for providing stormwater compliance services and control measures for the Laveen Heritage Park project in Phoenix, Arizona. The following is 6K's proposed scope of services:

ITEM	DESCRIPTION OF WORK	COST
A	Create SWPPP Plan and electronic SWPPP book for the project compliant with EPA. Includes assistance in filing NOI and NOT. (Does not include \$350 permit fee)	\$1,050.00
B	Provide Inspections every 2 weeks and after rainfall events of 0.5" or more. Assume 6 Months @ \$350 per month	\$2,100.00
C	Assistance with creating applications and plans to obtain Dust Control Permit in Maricopa County (Does not include permit fee)	\$475.00
D	Generate and install 4'x8' SWPPP/DUST sign, for compliance with AZPDES policy	\$690.00
E	Install Hydrosock as the primary control measure - 3,500' @ \$2.35/foot	\$8,225.00
F	Provide 2.4 cy concrete washout. Estimated 4 months on-site with 1 cleanouts	\$1,210.00
TOTAL		\$13,750.00

This proposal includes the items we believe will keep you compliant. Please select the items you would like us to do. It is not an "all or none" proposal.

6K appreciates the opportunity to submit this proposal for providing stormwater compliance services and control measure implementation & maintenance of the SWPPP for the Laveen Heritage Park project run by your company. Please contact 6K should you have any questions at 480-664-8592.

6K will accept this signed proposal as a notice to proceed on the work specified herein.

Respectfully Submitted,



President

6K SWPPP, LLC

*Please see the attached "Terms and Conditions" for additional information pertaining to this proposal.

ACCEPTED BY:

Signature

Name/Title

Terms and Conditions - Dust Control, SWPPP and Erosion Control

- 1.** Additional services are defined as services, which are not expressly written or implied in this agreement. 6K will not proceed with any additional services without a negotiated fee agreement and written authorization from CLIENT. Services provided on a time and material basis will be based on the 6K Fee Schedule in effect at the time that the services are provided. Updated rate schedules will be provided on request. Changes in item quantities by the CLIENT may result in increased unit prices.
- 2.** Invoices will be submitted monthly and shall be due and payable upon receipt. All amounts past due over 30 days will incur a finance charge of 1-1/2% per month past due.
- 3.** CLIENT or 6K can terminate this agreement by giving thirty days written notice to the other party. If this agreement is terminated, CLIENT agrees to pay 6K, at the end of the thirty day notice period, for all work previously authorized and performed and all fees earned prior to the date of the termination. Any previously identified Retainer will be applied towards the cost of any unpaid services at time of final billing.
- 4.** It is understood and agreed that 6K Companies ("6K") provides the services herein only on a consultation basis. 6K personnel have no authority to exercise any control over CLIENT, any construction contractor, any other entity, or their employees in connection with their work. 6K will not be held liable for any penalties or fines incurred by the CLIENT that are the result of negligent acts or omissions on the part of the CLIENT, any construction contractor, any other entity, or their employees.
- 5.** The cost for these services excludes taxes, permits, bonds, water source and all other water charges, hard dig conditions, dust control during BMP installation, gravel backfill, and any other service not specifically identified herein.
- 6.** 6K may propose to provide on-site Storm Water Pollution Prevention Plan ("SWPPP") and/or Dust Control inspection services for the aforementioned Project. Included will be services to travel to the site, complete a thorough inspection of the site, complete SWPPP/Dust Control inspection forms provided by 6K, update on-site SWPPP/Dust Control Log Books, update on-site SWPPP/Dust Control maps, maintain electronic copies of completed inspection forms at 6K office, and consult with on-site operator regarding inspection findings and recommendations. 6K may offer to train site personnel instead of providing site inspections (see proposal for specifics).
- 7.** 6K will provide SWPPP inspection services for the identified inspection fee (if specified). 6K will provide inspections every 14 days or within twenty-four (24) hours after a storm event where it has rained 0.5 inches or more. Inspections occurring on holidays and/or weekends are subject to an additional \$50.00 per inspection. It is the responsibility of the CLIENT to terminate inspections.
- 8.** 6K will provide and install either a 2' x 2' SWPPP Sign in conformance with the AZPDES or NPDES Permit or a Combination 4' x 8' Dust Control and SWPPP Sign in conformance with the AZPDES and local air quality posting requirements. See proposal for type of signage to be installed.
- 9.** 6K will provide services to write the SWPPP report for this project. Included will be services to gather information from the CLIENT for the property, including plans, reports, etc necessary to allow the report to be prepared. This proposal is based off of having all files delivered to 6K from Client, including a copy of the base CADD files (all drawing files must be in AutoCAD format). 6K will provide two (2) reports for use on the property.
- 10.** 6K will file the Notice of Intent (NOI) and Notice of Termination (NOT) with the EPA/ADEQ for the CLIENT at the appropriate time and as directed by the CLIENT, unless specifically excluded from contract.
- 11.** 6K will not create a SWPPP Plan for the Project if there is an existing, acceptable plan.
- 12.** This proposal is valid for thirty (30) days from date of issuance.
- 13.** Unless specifically stated or included within this proposal, the following items/costs are excluded from this contract: Permit Fees, Road Closures, Abnormal Soil Conditions, All Sales and/or Privilege Taxes, Bonds, Import Fill, Export, Work not Specified as a Bid Item, Clean Up of Excess Materials/Debris Left by Other Contractors, Slurry Backfill, Engineering, Water Meter and Water Fees, Utility Conflicts, Dry Wells, and Final Utility Adjustments.



March 13, 2024

1435 East Guadalupe Road
Tempe, Arizona 85283
(480) 804-1660

BROOKS CROSSING PARK

DOMESTIC WATER:

- | | | |
|---|----|---------------------------------------|
| 1 | LS | 1" WATER SERVICE & WATER METER COPPER |
| 1 | LS | 1" Backflow Prevention Assembly |

DOMESTIC WATER TOTAL:

\$ 23,500.00

BID EXCLUDES: PERMITS, TAXES, CITY FEES-INCLUDING BARRICADE FEES / TRAFFIC CONTROL FEES, BONDS, STAKING, CONFLICTS WITH EXISTING UTILITIES, FINAL ADJUSTMENTS, METERS, HARD DIG, DIRT THAT WILL NOT HOLD A VERTICAL EDGE, PAINTING & SIGNAGE, DRYWELLS, HAUL-OFF, TESTING OF EXISTING UTILITIES, TAMPER DEVICES, SCREENING MATERIAL, OVERTIME, IMPORTED FILL, WATERLINES DEEPER THAN 5', STORM WATER MANAGEMENT, SPECIAL INSURANCE REQUIREMENTS, BIM, APP 4.01, CONSTRUCTION WATER, WATER HAULING, POLLUTION LIABILITY INSURANCE, PREVAILING WAGES, DOMESTIC WATER FROM MAIN TO METER, DRINKING FOUNTAINS, METER VAULT, AND THE REMOVAL & REPLACEMENT OF CONCRETE, PAVEMENT & LANDSCAPING.

1. MATERIAL PRICES QUOTED AT THE TIME OF BID, BY ACCEPTING THIS BID; YOU AGREE TO PAY FOR ALL COST INCREASES.
2. BID INCLUDES ITEMS AND QUANTITIES SPECIFICALLY LISTED ONLY.
3. BID CONTINGENT ON NORTH STAR'S SCHEDULE.
4. BID FROM CIVIL PLANS DATED: 3/22/23.
5. SOME MATERIALS HAVE A SIGNIFICANT LEAD TIME.



QUOTE

VALID FOR 30 DAYS

Licensed ,Bonded ,Insured
ROC 339036

DATE March 19, 2024

Phone: (602) 715.2510

Fax : (602)946-4802

Contractor DNG

PROJECT Brooks Crossings Park
Job Address 1345 W Calle Del Norte
Chandler , AZ 85224

Addenda(s) noted	BASE BID	ALTERNATE BID	ALTERNATE BID 2
NONE			

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
120	3' tall wire mesh fence @ Entry see LH3.5 dtl 1 & 3	\$135.00	\$16,200.00
1	Brooks Crossing Lettering mounted to entry fence	\$3,800.00	\$3,800.00
1	Cmu Pillar park signage with steel trellis (City of chandler sign provided by others)	\$22,000.00	\$22,000.00
199	24" tall cmu seat walls (CMU ONLY)	\$175.00	\$34,825.00
173	4' tall iron fence @ pickleball court See Dtl 9 sheet LH3.4	\$96.50	\$16,694.50
8	24" sq x 8' tall Cmu columns around ramada post (No footings)	\$2,385.00	\$19,080.00
199	30"x10" footing at seat walls	\$60.25	\$11,989.75
199	16" x 4" Poured in place seat cap	\$66.35	\$13,203.65
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
	CHAIN LINK ALTERNATE BELOW	\$0.00	\$0.00
	10' tall chain link Black vinyl top ,Middle& bottom rail \$28,025	\$0.00	\$0.00
	8' tall chain link black vinyl , Top & Bottom rail \$22,500	\$0.00	\$0.00
	6' tall chain link black vinyl , top & bottom rail \$12,500	\$0.00	\$0.00
	4' tall chain link fence black vinyl Top & bottom rail \$8,400		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

*EXCLUSIONS: grading, staking, taxes, permits, bonds, fire dept. locks/ boxes, signs, mow curbs, saw cutting, core drilling, electrical, conduit, data, security entry systems, concrete mounting pads, cmu footers, stucco and veneer

Contact: Manuel Armenta 602.200.4273
Manuel@VulcanFenceAZ.com

SUBTOTAL	\$137,792.90
SALES TAX	\$0.00
	\$137,792.90

Proposal NO. 134



Date: 3/21/2024
Job Name: Brooks crossing
Location: Chandler Az

Redd Construction
11311 E Germann Road
Chandler, Az 85286
480-857-2621(o) / 480-220-0454(m)

To: DNG

Attention: Dominic DeMark
Email: ddemark@dnngllc.com

We propose to provide the materials and labor listed below to complete the landscape install for this job per the landscape architects specs and plans. Scope of work to be as follows:

Labor, Equipment & Materials

Trees				
36" Box Tree	26 Qty	\$	650	\$ 16,900.00
24" Box Tree	64 Qty	\$	300	\$ 19,200.00
Shrubs				
5 Gal Shrub	733 Qty	\$	24	\$ 17,592.00
Cacti				
5 Gal Cacti	48 Qty	\$	38	\$ 1,824.00
Agave				
5 Gal Agave	121 Qty	\$	50	\$ 6,050.00
Boulders				
Lbs	50000 Qty	\$	0.28	\$ 14,000.00
Granite				
3/8 minus Arizona Gold	10 Tons	\$	80	\$ 800.00
Mulch	30 Yards	\$	125	\$ 3,750.00
1/2" Arizona Gold	450 Tons	\$	125	\$ 56,250.00
1" Arizona Gold	150 Tons	\$	125	\$ 18,750.00
Rip Rap Arizona Gold	30 Tons	\$	130	\$ 3,900.00
Grouted Rip Rap Arizona Gold	4 Tons	\$	475	\$ 1,900.00
Curbing				
8" x 8"	550 Lf	\$	18	\$ 9,900.00
Turf				
Mid Iron	2500 Sqft	\$	1	\$ 2,500.00
Irrigation	1 Qty	\$	85,259	\$ 85,258.57
Mobilization	2 Qty	\$	5000	\$ 10,000.00
Demo of trees and palm	1 Qty	\$	1200	\$ 1,200.00

*** Includes 90 Day Maintenance

Subtotal

~~\$ 269,774.57~~
\$259,874

Alt Adds

1" Backflow with pad and inclosure with sch
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dump fees per Civil Sheet CI 2.0
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Demo Trash Receptacles Sh LD 4.0
Demo Bollards Sh LD 4.0
Demo Volley Ball Court Sh LD 4.0
Demo Drinking Fountain Sh LD 4.0
Demo Sign Sh LD 4.0
Demo Grass Sh LD 4.0

Plumbing scope

1 Qty	\$	6000	\$ 6,000.00
15280 Sqft	\$	2.5	\$ 45,700.00
2 Qty	\$	2000	\$ 4,000.00
1 Qty	\$	1500	\$ 1,500.00
3 Qty	\$	200	\$ 600.00
12 Qty	\$	100	\$ 1,200.00
7 Qty	\$	150	\$ 1,050.00
1 Qty	\$	4500	\$ 4,500.00
1 Qty	\$	600	\$ 600.00
1 Qty	\$	600	\$ 600.00
1.1 Ac	\$	2000	\$ 2,200.00

Alt Adds Subtotal

\$ 67,950.00

Haul off dirt

\$ 12,500.00

We hereby agree to provide and professionally install the specified above at this price:

~~\$ 337,924.57~~

Date: 3/21/2024

Proposal is good for 30 days

Grade to be within .10 by General Contractor

Date of Acceptance:

Signature:

Title:



Proposal

Q000964

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
3/11/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Brooks Crossing Park

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
LANDSCAPE STRUCTURES, INC.					
1	LSI DESIGN	Weevos (2-5 years), Design 1166130-01-05	36,100.00		36,100.00
1	LSI DESIGN	Hedra (5-12 years), Design 1166130-01-05	96,050.00		96,050.00
1	LSI DESIGN	CP034306 • SKYWAYS EXTENDED HIP 6 Columns + 1 HDPE Top / 35' x 46' w/ 14' Entry & Templates, Design 1166130-01-05	23,115.00		23,115.00
2	247179A	Curva Spinner (DB Only), Design 1166130-01-05	2,395.00		4,790.00
1	164075B	Bobble Rider, Double Direct Bury, Design 1166130-01-05	2,645.00		2,645.00
2	152179A	Saddle Spinner 12"-16", DB, Design 1166130-01-05	1,305.00		2,610.00
1	194663B	ZipKrooz 50' w/Aluminum Posts DB, Design 1166130-01-05	18,105.00		18,105.00
1	196213B	ZipKrooz Assisted Additional Bay 50' w/Aluminum Posts DB, Design 1166130-01-05	15,630.00		15,630.00
1	278557A	Hedra Swing Frames with Hedra Swing Frame Spacer Set, (2) Belt Seats, (2) Bucket Seats and (1) Friendship Swing with ProGaurd Chaings, Design 1166130-01-05	15,835.00		15,835.00
1	192451A	HealthBeat Ab Crunch/Leg Lift Direct Bury, Design 1166130-01-05	3,210.00		3,210.00
1	192454A	HealthBeat Balance Steps Direct Bury, HealthBeat Ab Crunch/Leg Lift Direct Bury, Design 1166130-01-05	3,890.00		3,890.00
1	192455A	HealthBeat Cardio Stepper Direct Bury, HealthBeat Ab Crunch/Leg Lift Direct Bury, Design 1166130-01-05	9,730.00		9,730.00
1	192456A	HealthBeat Chest/Back Press Direct Bury, HealthBeat Ab Crunch/Leg Lift Direct Bury, Design 1166130-01-05	7,790.00		7,790.00
1	192464A	HealthBeat Intro Sign Direct Bury, Design 1166130-01-05	1,090.00		1,090.00
1	ENGINEERING	Shade Engineering Charge	1,250.00		1,250.00
1	FREIGHT	Freight/shipping charges or PG Equipment (150-24-286)	17,160.00		17,160.00
1	FREIGHT	Freight/shipping charges or Shade Equipment (150-24-287)	4,797.00		4,797.00
CLASSIC RECREATION SYSTEMS					
2	SHELTER	16' x 16' Denver. Medallion-Lok Roof, 4:12 Roof Pitch, 7'2" Eave Height, Tube Steel Fascia, 4 Columns with Embed Plates for Masonry Column, TGIC Poly Powder Coat w/ Zinc Rich Primer (Standard colors only **Upcharge for custom colors). Provision for Electrical: 1 Ea Outlet, 1 Ea Light - NOTE - Lead time for Ramadas is approximately 26 weeks, anchor bolts and permits by others.	18,097.00		36,194.00
1	ENGINEERING	Structural Calculations (Includes 3 sets - 24" x 36" copies) - NOTE - Lead time for Structural Calcs is approximately 3-4 weeks	1,250.00		1,250.00
1	FREIGHT	Freight/shipping charges (123565)	1,755.00		1,755.00
SITE FURNISHINGS					
15	TR32CLASSIC	32 Gallon Classic Standard Trash Receptacle, Receptacle Only	670.00		10,050.00
15	FLATTOP32-HW	Flat Top for 32 Gallon Receptacles	187.00		2,805.00



Proposal

Q000964

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
fax to 505-281-0155

Proposal Date	Salesperson
3/11/2024	Kevin Solomon 480-323-0337 kevin@exerplay.com

Chandler, City of; Brooks Crossing Park

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
15	LINER32-BLACK	Plastic Liner - Black Color	83.20		1,248.00
15	TR-SM-HW	Surface Mounting Kit for All Models	93.50		1,402.50
13	SITE FURNISHINGS	B6WBCLASSIC • 6 Ft. Bench with Contoured Back and Arms, Ribbed Steel, Cast Aluminum Frames, Portable or Surface Mt.	1,927.00		25,051.00
4	SITE FURNISHINGS	TSRCHDCPALT • 8Ft. Table, 2 Attached 6Ft. Seats Centered, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable	1,485.00		5,940.00
1	FREIGHT	Freight/shipping charges (QU00280015)	6,012.00		6,012.00
2	130-20/S-2	2-3/8 O.D. Multi Loop Bike Rack, 2 Peaks - Surface Plate	383.00		766.00
2	21-00	Grill For Embedment	400.00		800.00
1	FREIGHT	Freight/shipping charges (753-149701-24A)	663.00		663.00
SAFETY SURFACING					
555	SURFACING	Engineered Wood Fiber, priced per cu/yd	25.00		13,875.00
6	FREIGHT	Freight/shipping charges, Priced per truck load (14507)	1,260.00		7,560.00
7	SITE FURNISHINGS	APS-SwingMat • 3' x 5' x 2" Swing Wear Mat - Black	189.00		1,323.00
1	FREIGHT	Freight/shipping charges (69083)	560.00		560.00
<i>THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>			Subtotal		381,051.50
<i>Taxes subject to change</i>			Tax Total:		26,523.47
Proposal prepared by: Ashley Gonzales			Total		407,574.97

Accepted by:

Print Name: _____

Signature: _____

Date: _____



General Terms and Conditions:

Pricing for all listed items is good for 14 days from date of quote. ExerPlay reserves the right to revise pricing if any quote approvals are received after the 14-day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in ordering materials for this project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, security/temporary fencing, hard dig conditions, saw cutting, core drilling, field painting, electrical, concrete slabs, masonry work, ABC compaction, curbing, hand digging, excavation, spoil & waste removal, certification classes, background checks/badging, private line locating, or any applicable taxes or bonds. To obtain a performance/payment bond, please add 3.5% of the total to this quote.

Any necessary permits (federal, state, and/or local building) or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are calculated based on state, city or county rates and project-specific requirements. Any Requests to remove taxes are subject to approval and MUST include an applicable tax-exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, colors, contact info, etc., may be needed before an order can be placed. Contract terms are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, ExerPlay shall have no duty to defend or indemnify Owner, Customer, or any other party for that portion of any claim arising out of the sole negligence of the indemnified party.

Owner or General Contractor understands that estimated shipment times for materials are subject to change due to manufacturer lead times. Please communicate your

Billing and Payment Terms:

Current Customers: Unless otherwise negotiated and agreed upon, ExerPlay's payment terms are Net 30 from the date of the invoice, with approved credit; and Net 45 for contracted projects. ExerPlay's process is to bill the customer when the equipment ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or legal action.

New Customers: New customers may be required to pay a deposit on equipment at time of order. Deposit amount to be determined, based on credit. The remainder of that equipment, including freight, will be billed when it ships. Surfacing and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3.5% fee added to the invoice.

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. It is recommended that any Landscape Structures Equipment be installed by a certified Landscape Structures installer, and that all other equipment be installed by a CPSI Certified installer. ExerPlay reserves the right to request proof of certification.
2. Playground equipment MUST be installed over ADA compliant wood fiber or rubber surfacing. This area is not ADA compliant without surfacing and an accessible route up to and into the playground area. Please contact us for more information.
3. Installation price does NOT include prevailing wages, Davis-Bacon wages, or TERO wages unless otherwise specified. Any changes in wage requirements at time of order are subject to updated pricing.
4. Installation price is based on normal soil conditions. Unusual or hard dig soil conditions that require the use of a jack hammer, or other such equipment, will incur additional charges by reason of such conditions and supervisory fee, and for an extension of the time of completion. Installation price does not include removal of anything which may hinder installation of equipment, unless otherwise specified on our quote.
5. If Hard Dig conditions are known, please advise so we can quote accordingly to avoid any delays or additional fees. Hard Dig conditions will be considered anything that cannot be excavated with a standard Bobcat mounted hydraulic auger. Hard Dig conditions will require a change order at a Time & Material rate. If an auger truck is required to complete digging, it will be at the expense of the General Contractor or Owner, if a spoil report is not provided at the time of quoting.



6. Finish grade is to be provided by others prior to arrival of installer.
7. Installer must have free and clear access to the install location(s). The installer is not responsible for damage done to existing surfacing/ landscaping that may occur when equipment & vehicles are being used in the normal course of construction. Reasonable access to the job site for a Bobcat is assumed as a part of this quote.
8. Line-item pricing is for informational purposes only and is based upon being awarded the total project. All items are to be installed concurrently if specific areas are not ready for installation, and an additional mobilization fee will be required via Change order unless otherwise specified on the quote.
9. If any materials need to be unloaded on site by the installer, unloading must be coordinated at the same time as the installation. If special arrangements need to be made, an additional trip charge for unloading may apply.
10. Our installation team will call 811 to conduct a line location service; however, often-times they do not mark lines on the actual property where the installation will be done. The owner is responsible for blue-staking the job site and staking out any underground utilities prior to installation. Owner is responsible should damage occur.
11. Neither ExerPlay nor Installers are responsible for vandalism, theft of equipment or subsequent repairs or replacement. Security fencing can be provided upon request and added to the quote.
12. The job site MUST be ready, and area leveled, when the installer arrives to begin the job, unless specifically noted on the quote. Any downtime or site delays caused by Owner or General Contractor will incur additional fees.
13. If equipment is to be shipped to the installer's yard, it will be held for a maximum of 6 months from delivery, with intent to install in that time frame; otherwise, storage fees may occur.

General Contractor is responsible for:

1. Adequate storage and layout area as well as security of equipment while on site.
2. Water, power, sanitary facilities, and trash container on site.
3. Free and clear vehicle access to site and all areas under the scope of work.
4. Movement of any utilities conflicting with the installation of the equipment (installer is not responsible for landscape irrigation).
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged on a cost-plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, and labor due to abnormal soil conditions, are not included in price.
7. Please notify ExerPlay of any changes immediately. If any changes are made which we are not aware of, and which alter the installation, then all additional costs will be passed on to the GC.

Competitive Edge Contracting Inc

PO Box 21192
Phoenix, AZ 85036
+1 6028127104
showard@azcec.us



Estimate

ADDRESS

DNG Construction, LLC
3933 E La Salle Street
Phoenix, AZ 85040

SHIP TO

1640 W Calle Del Norte
Chandler AZ 85224

ESTIMATE

09560

DATE

03/21/2024

EXPIRATION

06/20/2024

DATE

JOB NAME

Chandler Brooks Crossing

ACTIVITY	QTY	AMOUNT
Install Bike Rack (SM) Ultra site #5308 OAE LH3.3 DTL 4	2	532.00
Install BBQ Grill (DB) Superior GSP20 LH3.3 DTL 2	1	217.00
Install Bench (SM) Superior #B6WBCLASSIC OAE LH3.3 DTL 6	13	3,458.00
Install Table, Picnic w/ Benches (SM) Webcoat #TRCHDCPALT OAE or Wabash Valley Signature Series #SG115 LH3.4 DTL 2	4	1,764.00
Install Trash Receptacle (SM) Webcoat TR32 Classic w/ Flattop OAE or Wabash Valley #LR32	15	3,150.00
Install Fountain, Drinking w/ Pet (SM) MDF 10145-18 SMSS Chilled, above ground mounting only *Excludes Sump/Winterization pit. Plumbing ,electrical connections by others. LH3.3 DTL 5	1	497.00
Install Pet Waste Station (DB) Installation of sign and mounting of City of Chandler faces only. Sign faces and hardware provided by others LH3.3 DTL 3	5	1,775.00
Install LSI Hedra Play Structure LSI Design 220103F	1	23,100.00
Install LSI Zipkrooz 50' LSI Design 220103F	1	3,962.00
Install LSI Weevos Play Structure 2-5 Structure, LSI Design 220103F	1	7,929.00
Install Swing, LSI Hedra, 3-Bay LSI Design 220103F	1	2,619.00
Install LSI Spin, Curva LSI Design 220103F	2	1,372.00
Install LSI Spring Rider, Bobble (double)	1	798.00

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LSI Design 220103F

Install LSI Spin, Saddle LSI Design 220103F	2	952.00
Install Wear Mat	7	588.00
Install LSI HealthBeat Balance Steps 192454	1	1,568.00
Install LSI HealthBeat Ab Crunch/Leg-Lift 192451	1	1,386.00
Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3/16" High resolution CAD file provided by others	1	3,288.00
Services Sandblast Mockup Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3/16" High resolution CAD file provided by others	1	5,000.00
Form/Pour Concrete Header (LF) LF of 8"x8" header with #3 continuous rebar control joints @ 5' LH3.04 DTL 3	534	17,622.00
Install Sub-Base Fill (SF) 4" depth *Site to be compacted and subgrade ready at +/- .1" Subbase furnished by others.	0.75	12,728.25
Form/Pour Turndown (LF) 18" Playground turndown CIP with pin in rebar up to 4' horizontal @ 24" spacing (both playgrounds) LH3.04 DTL 4	355	26,625.00
Form/Pour Sidewalk (SF) Varying widths, Mag A 3000 psi, medium broom finish, sawcut 8'0" OC max, includes additional 2"x6" turndowns at perimeter 495'x4'x4" 66'x5'x4" 1570'x8'x4"	15,860	146,705.00

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110'x9'x4"
LH3.4 DTL 8, Mag DTL 230

Form/Pour 4" Concrete Slab (SF)	976	8,784.00
Large Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) Ramada Slab, 350 SF		
(1) Ramada Slab, 626 SF		
LH3.4 DTL 2		
Form/Pour Concrete	135	1,640.25
Small Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) BBQ Slab, 13 SF		
(1) Bench Slab, 88 SF		
(11) Bench Slab, 44 SF		
LH3.4 DTL 2		
Drill/Pour Pier Footing	3	4,716.00
Light Poles		
24"x78" w/ cages		
Anchor bolts, conduits and ground wires furnished by others		
SE3.1 Arial Light Struct. DTL SK1		
Construct CMU Seatwall	175	62,125.00
(6) Seat Walls, Priced by (LF)		
16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16"		
16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core		
10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing		
*Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board.		
LH 3.4 DTL 5		
*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".		
*Excludes DB/prevaling wage rates, certified payroll, OCIP and any additional insurance not currently satisfied by CEC's current insurance policies.		

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SUBTOTAL	384,210.50
TAX	0.00
TOTAL	\$384,210.50

Accepted By

Accepted Date

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Competitive Edge Contracting Inc

PO Box 21192
Phoenix, AZ 85036
+1 6028127104
showard@azcec.us



Estimate

ADDRESS

DNG Construction, LLC
3933 E La Salle Street
Phoenix, AZ 85040

SHIP TO

1640 W Calle Del Norte
Chandler AZ 85224

ESTIMATE

09560

DATE

03/21/2024

EXPIRATION

06/20/2024

DATE

JOB NAME

Chandler Brooks Crossing

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Install Table, Picnic w/ Benches (SM) Webcoat #TRCHDCPALT OAE or Wabash Valley Signature Series #SG115 LH3.4 DTL 2	4	1,764.00
Install Trash Receptacle (SM) Webcoat TR32 Classic w/ Flattop OAE or Wabash Valley #LR32	15	3,150.00
Install Fountain, Drinking w/ Pet (SM) MDF 10145-18 SMSS Chilled, above ground mounting only *Excludes Sump/Winterization pit. Plumbing ,electrical connections by others. LH3.3 DTL 5	1	497.00
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LSI Design 220103F

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Install Wear Mat	7	588.00
Install LSI HealthBeat Balance Steps 192454	1	1,568.00
Install LSI HealthBeat Ab Crunch/Leg-Lift 192451	1	1,386.00
Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3/16" High resolution CAD file provided by others	1	3,288.00
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Form/Pour Sidewalk (SF) Varying widths, Mag A 3000 psi, medium broom finish, sawcut 8'0" OC max, includes additional 2"x6" turndowns at perimeter 495'x4'x4" 66'x5'x4" 1570'x8'x4"	15,860	146,705.00

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110'x9'x4"
LH3.4 DTL 8, Mag DTL 230

Form/Pour 4" Concrete Slab (SF)	976	8,784.00
Large Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) Ramada Slab, 350 SF		
(1) Ramada Slab, 626 SF		
LH3.4 DTL 2		
Form/Pour Concrete	135	1,640.25
Small Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) BBQ Slab, 13 SF		
(1) Bench Slab, 88 SF		
(11) Bench Slab, 44 SF		
LH3.4 DTL 2		
Drill/Pour Pier Footing	3	4,716.00
Light Poles		
24"x78" w/ cages		
Anchor bolts, conduits and ground wires furnished by others		
SE3.1 Arial Light Struct. DTL SK1		
Construct CMU Seatwall	175	62,125.00
(6) Seat Walls, Priced by (LF)		
16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16"		
16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core		
10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing		
*Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board.		
LH 3.4 DTL 5		
*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".		
*Excludes DB/prevaling wage rates, certified payroll, OCIP and any additional insurance not currently satisfied by CEC's current insurance policies.		

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SUBTOTAL	384,210.50
TAX	0.00
TOTAL	\$384,210.50

Accepted By

Accepted Date

ESTIMATE

Harcon Concrete Inc
PO Box 28156
Scottsdale, AZ 85255

sami@harconinc.com
+1 (480) 387-7754
www.harconinc.com



DNG Construction

Bill to

Jose Torres
DNG Construction
3933 E. La Salle St.
Phoenix, AZ 85040 USA

Ship to

Jose Torres
DNG Construction
3933 E. La Salle St.
Phoenix, AZ 85040 USA

Estimate details

Estimate no.: 1361 - Chandler Brook
Estimate date: 03/20/2024
Expiration date: 04/20/2024

City: Chandler
Project Name: Chandler Brook Crossing Park

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Demo no bid - need more time if needed.		1	\$0.00	\$0.00
2.		Sidewalk Concrete Walkway Sidewalk 5" Broom Finish, No color, No ABC - SF		17960	\$7.25	\$130,210.00
3.		Concrete Concrete "Welcome Mat" Sandblast Logo		1	\$0.00	\$0.00
4.		ADA Ramp at Tot lots		2	\$1,350.00	\$2,700.00
5.		Vertical Curb 8"x8" Vertical Curb - Landscape curb - excluded - usually picked up by landscaper		0	\$0.00	\$0.00
6.		Turndown at Tot-lots Concrete Turn-Down at Play Area and exercise equipment (18" Deep)		600	\$38.50	\$23,100.00
7.		Footing CMU concrete bench footing only - 2'6"x10" including excavation		240	\$65.00	\$15,600.00
8.		Concrete Concrete sidewalk scupper		1	\$1,950.00	\$1,950.00
9.		Concrete Entry Monument Sign footing per detail - ADD \$600 for footing excavation		1	\$4,500.00	\$4,500.00

10.	Pickleball Court Pickleball Court - 7" post tension, concrete with turndown - with engineered shop drawing - concrete only - no ABC ADD \$1.25/SF for 4" ABC \$1.25 x 2080= \$2,600	2080	\$11.25	\$23,400.00
11.	Pickleball Court Pickleball Court - Acrylic Surfacing and Striping	1	\$7,000.00	\$7,000.00
12.	Ramada Footings Standard Size 4.5x4.5x2 - ALT: ADD \$300/footing for excavation	8	\$1,750.00	\$14,000.00
13.	Ramada Pad 5" Ramada Pad David Dark Gray with acid etch finish - no ABC - SF	760	\$9.50	\$7,220.00
14.	Concrete New Accent Paving 5" Davis Dark Gray Color w. Acid Etch finish - No ABC - different locations	775	\$9.50	\$7,362.50
15.	Bench pad Bench by others - 13x4	1	\$650.00	\$650.00
16.	Trash Pad 3x3 trash pad	1	\$350.00	\$350.00
17.	Basketball court BB Court - Acrylic Surfacing and striping	1	\$18,500.00	\$18,500.00
18.	Vertical Curb 6" x18" Vertical Curb at exercise equipment	76	\$40.50	\$3,078.00
19.	Mobilization one mobilization	1	\$2,500.00	\$2,500.00
Total				\$262,120.50

Note to customer

Assumptions and Clarifications:

1. Excludes Tax, Bonds, Permits, Testing, ABC, bench and trash steel, grading and excavation, sidewalk reinforcements, turndowns.
2. All concrete slabs/sidewalk are tool jointed. Sawcutting is excluded unless otherwise stated on the proposal.
3. Grade to be +/- 0.1' with spec'd moisture and compaction
4. GC to supply a water truck or equal.
5. Assume concrete can be tailgated from the truck (no planting was installed) at time of concrete scope.
6. Assume one mobilization is needed, additional mobilization add \$2000.
7. Actual quantities will be site measured up on completion.
8. Material escalation will be passed to the GC.

Expiry
date

04/20/2024

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Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
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LH3.4 DTL 8, Mag DTL 230

Form/Pour 4" Concrete Slab (SF)	976	8,784.00
Large Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) Ramada Slab, 350 SF		
(1) Ramada Slab, 626 SF		
LH3.4 DTL 2		

Form/Pour Concrete	135	1,640.25
Small Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
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Estimate

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Chandler AZ 85224

ESTIMATE

09560

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03/21/2024

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Install LSI Hedra Play Structure LSI Design 220103F	1	23,100.00
Install LSI Zipkrooz 50' LSI Design 220103F	1	3,962.00
Install LSI Weevos Play Structure 2-5 Structure, LSI Design 220103F	1	7,929.00
Install Swing, LSI Hedra, 3-Bay LSI Design 220103F	1	2,619.00
Install LSI Spin, Curva LSI Design 220103F	2	1,372.00
Install LSI Spring Rider, Bobble (double)	1	798.00

Pricing valid for up to 90 days or otherwise stated and may be revised for changes in scope of work. CEC reserves the right to update pricing if project is not schedulable within 90 days of the issuance of a purchase order or if installation cannot occur within one year of issuance of a purchase order. CEC is not liable for damage occurring to stored equipment more than 90 days after delivery.

LSI Design 220103F

Install LSI Spin, Saddle LSI Design 220103F	2	952.00
Install Wear Mat	7	588.00
Install LSI HealthBeat Balance Steps 192454	1	1,568.00
Install LSI HealthBeat Ab Crunch/Leg-Lift 192451	1	1,386.00
Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3/16" High resolution CAD file provided by others	1	3,288.00
Services Sandblast Mockup Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3/16" High resolution CAD file provided by others	1	5,000.00
Form/Pour Concrete Header (LF) LF of 8"x8" header with #3 continuous rebar control joints @ 5' LH3.04 DTL 3	534	17,622.00
Install Sub-Base Fill (SF) 4" depth *Site to be compacted and subgrade ready at +/- .1" Subbase furnished by others.	0.75	12,728.25
Form/Pour Turndown (LF) 18" Playground turndown CIP with pin in rebar up to 4' horizontal @ 24" spacing (both playgrounds) LH3.04 DTL 4	355	26,625.00
Form/Pour Sidewalk (SF) Varying widths, Mag A 3000 psi, medium broom finish, sawcut 8'0" OC max, includes additional 2"x6" turndowns at perimeter 495'x4'x4" 66'x5'x4" 1570'x8'x4"	15,860	146,705.00

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110'x9'x4"		
LH3.4 DTL 8, Mag DTL 230		
Form/Pour 4" Concrete Slab (SF)	976	8,784.00
Large Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) Ramada Slab, 350 SF		
(1) Ramada Slab, 626 SF		
LH3.4 DTL 2		
Form/Pour Concrete	135	1,640.25
Small Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) BBQ Slab, 13 SF		
(1) Bench Slab, 88 SF		
(11) Bench Slab, 44 SF		
LH3.4 DTL 2		
Drill/Pour Pier Footing	3	4,716.00
Light Poles		
24"x78" w/ cages		
Anchor bolts, conduits and ground wires furnished by others		
SE3.1 Arial Light Struct. DTL SK1		
Construct CMU Seatwall	175	62,125.00
(6) Seat Walls, Priced by (LF)		
16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16"		
16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core		
10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing		
*Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board.		
LH 3.4 DTL 5		
*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".		
*Excludes DB/prevaling wage rates, certified payroll, OCIP and any additional insurance not currently satisfied by CEC's current insurance policies.		

*Unless noted otherwise: Project site must have "tailgate access" and be subgrade ready. Digging based upon good soil conditions (hard-dig, collapsing soil excluded). Customer to provide water onsite. All work to be performed in a single, concurrent mobilization. Excludes prevailing wage rates, payment management services, site fence/security, irrigation repair, permitting, fees, insurance requirements not included in CEC's current insurance policies, requirement of ready-mix truck concrete for playground and site furnishings. CEC is not responsible for damage to existing surfaces during the normal course of construction. Material price increases in excess of 5% after issuance of estimate or purchase order may require revised pricing. All required taxes included.

SUBTOTAL	384,210.50
TAX	0.00
TOTAL	\$384,210.50

Accepted By

Accepted Date

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Competitive Edge Contracting Inc

PO Box 21192
Phoenix, AZ 85036
+1 6028127104
showard@azcec.us



Estimate

ADDRESS

DNG Construction, LLC
3933 E La Salle Street
Phoenix, AZ 85040

SHIP TO

1640 W Calle Del Norte
Chandler AZ 85224

ESTIMATE

09560

DATE

03/21/2024

EXPIRATION

06/20/2024

DATE

JOB NAME

Chandler Brooks Crossing

ACTIVITY	QTY	AMOUNT
Install Bike Rack (SM) Ultra site #5308 OAE LH3.3 DTL 4	2	532.00
Install BBQ Grill (DB) Superior GSP20 LH3.3 DTL 2	1	217.00
Install Bench (SM) Superior #B6WBCLASSIC OAE LH3.3 DTL 6	13	3,458.00
Install Table, Picnic w/ Benches (SM) Webcoat #TRCHDCPALT OAE or Wabash Valley Signature Series #SG115 LH3.4 DTL 2	4	1,764.00
Install Trash Receptacle (SM) Webcoat TR32 Classic w/ Flattop OAE or Wabash Valley #LR32	15	3,150.00
Install Fountain, Drinking w/ Pet (SM) MDF 10145-18 SMSS Chilled, above ground mounting only *Excludes Sump/Winterization pit. Plumbing ,electrical connections by others. LH3.3 DTL 5	1	497.00
Install Pet Waste Station (DB) Installation of sign and mounting of City of Chandler faces only. Sign faces and hardware provided by others LH3.3 DTL 3	5	1,775.00
Install LSI Hedra Play Structure LSI Design 220103F	1	23,100.00
Install LSI Zipkrooz 50' LSI Design 220103F	1	3,962.00
Install LSI Weevos Play Structure 2-5 Structure, LSI Design 220103F	1	7,929.00
Install Swing, LSI Hedra, 3-Bay LSI Design 220103F	1	2,619.00
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LSI Design 220103F

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Install LSI HealthBeat Chest/Back Press 192456	1	1,568.00
Install LSI HealthBeat Cardio Stepper 192455	1	1,365.00
Install CRS Ramada 16'x16'x8e CRS Denver, standing seam, 4:12 pitch, (4) columns, (SM) to masonry columns (Footings/Surrounds/Electric, CMU Columns by others) LH3.2	2	9,057.00
Install Shade Structure 46'x35'x15'e Hip shade (6) footings up to 30"x84", over Hedra Swing	1	22,398.00
Install LSI Tuff Timber Access Ramp LSI Tuff Timber #130799 @ sides of concrete fluctuation ramp LS3.1 DTL 2	2	1,120.00
Form/Pour Concrete Fluctuation Ramp LS3.1 DTL 2, medium broom finish, 3000 psi	1	2,832.00
Install Sign Park Entry Sign Relocate to new site, mount new face. New sign face furnished by others LH3.3 DTL 1	1	970.00
Sandblast Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3/16" High resolution CAD file provided by others	1	3,288.00
Services Sandblast Mockup Concrete "Welcome Mat" Sandblasted Logo Blasted depth to be 1/8" to 3/16" High resolution CAD file provided by others	1	5,000.00
Form/Pour Concrete Header (LF) LF of 8"x8" header with #3 continuous rebar control joints @ 5' LH3.04 DTL 3	534	17,622.00
Install Sub-Base Fill (SF) 4" depth *Site to be compacted and subgrade ready at +/- .1" Subbase furnished by others.	0.75	12,728.25
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110'x9'x4"
LH3.4 DTL 8, Mag DTL 230

Form/Pour 4" Concrete Slab (SF)	976	8,784.00
Large Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) Ramada Slab, 350 SF		
(1) Ramada Slab, 626 SF		
LH3.4 DTL 2		

Form/Pour Concrete	135	1,640.25
Small Slabs		
Varying dimensions, Mag A 3000 psi, non-reinforced medium broom finish, sawcut 8'0", includes additional 2"x6" turndowns at perimeter		
(1) BBQ Slab, 13 SF		
(1) Bench Slab, 88 SF		
(11) Bench Slab, 44 SF		
LH3.4 DTL 2		

Drill/Pour Pier Footing	3	4,716.00
Light Poles		
24"x78" w/ cages		
Anchor bolts, conduits and ground wires furnished by others		
SE3.1 Arial Light Struct. DTL SK1		

Construct CMU Seatwall	175	62,125.00
(6) Seat Walls, Priced by (LF)		
16"x18" CMU reinforced with #5 bar @ 48" O.C. centered in each block, Mesastone Black Canyon CMU, 1" weephole where soil is greater than 16"		
16"x4" Custom cast-in-place concrete cap with Davis Dark Grey color, anti-skate integral notches 48" O.C., rebar dowel connection to concrete core		
10"x2'6" Footing, #5 at 16" O.C., (3) #5 continuous centered in footing		
*Excludes Weep hole pea gravel and filter fabric wrap, waterproofing and protection board.		
LH 3.4 DTL 5		

*Excludes all demolition, excavation, and disposal. Site to be compacted and subgrade ready to within +/- .1".
*Excludes DB/prevaling wage rates, certified payroll, OCIP and any additional insurance not currently satisfied by CEC's current insurance policies.

*Unless noted otherwise: Project site must have "tailgate access" and be subgrade ready. Digging based upon good soil conditions (hard-dig, collapsing soil excluded). Customer to provide water onsite. All work to be performed in a single, concurrent mobilization. Excludes prevailing wage rates, payment management services, site fence/security, irrigation repair, permitting, fees, insurance requirements not included in CEC's current insurance policies, requirement of ready-mix truck concrete for playground and site furnishings. CEC is not responsible for damage to existing surfaces during the normal course of construction. Material price increases in excess of 5% after issuance of estimate or purchase order may require revised pricing. All required taxes included.

SUBTOTAL	384,210.50
TAX	0.00

TOTAL	\$384,210.50

Accepted By

Accepted Date

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Above All Plumbing Services

March 25, 2024

DNG Construction
3933 East La Salle St.
Phoenix, Az. 85040

.

ATTN: Dominic Demark

RE: **BROOKS CROSSING PARK** **PLUMBING PROPOSAL**

ADDENDA:

INCLUSIONS: Per sheets LH 2.0 & LH 3.3 dated 8/12/22 and CI 3.0 dated 11/20/23
Excavation and backfill
Pouring backflow pad
Supply and connect waste and water to (1) MDF Fountain
Waste (pvc) to dry well +/- 40' from Fountain
Water (schedule 80 pvc) +/- 415' underground piping from bfp to Mdf
Fixtures and trim: (1) MDF Fountain
(1) BFP w/cage

EXCLUSIONS: Permits, taxes, fees, material and spoil haul off (placed in GC supplied receptacle), meters, hard dig, and off work hours

TOTAL PROPOSED: **\$21,275.00**

Thank you for the opportunity of providing a proposal for this project. Should you have any questions please call.

Sincerely,
Scott Miller
Estimator / Project Manager
1040

WAV ELECTRIC, LLC

2329 W Mescal St. #305 Phoenix, AZ 85029 - PH: (623) 398-6644 - ROC #317626 - ROC #325665



Date: 4/5/2024 Reference: Brooks Crossing Park

Transmitted to: Jose Torres From: Javier Lopez Cell: 480-708-6377

Email: jtorres@dngllc.com Email: Javier.wavelectric@gmail.com

Company Name: DNG Construction LLC Company Phone: 480-361-9137

Site Contact: TBD Site Contact Phone: TBD

Site Address: 1345 W Calle Del Norte, Chandler AZ 85224

SPECIFIC INCLUSIONS/CLARIFICATIONS:

Please See Page # 2 For Inclusions

SPECIFIC EXCLUSIONS:

City or County Permits, Payment Bonds, Performance Bonds.
Engineered Electrical drawings.
Overtime or off hours work.
Repair/replace electrical items found to be deficient outside of this scope.
Jackhammer concrete pole base, backfill to grade & landscape note 5 & 6
Provide new concrete light pole bases
Auger and provide rebar cage
Paint electrical SES or electrical raceway

Item Description	INCLUDED	EXCLUDED
Permit(s)		XXX
Material Sales Tax	XXX	
Trenching / Backfill	XXX	
Job Storage / Office	XXX	
Trace & Label Devices	XXX	
Overtime		XXX
Troubleshooting		XXX
Make Safe / Demo	XXX	
Dumpster For Demo		XXX
Primary Service		XXX
Secondary Service		XXX
Temporary Power		XXX
Telco Service		XXX

Item Description	INCLUDED	EXCLUDED
Specialty Tools	XXX	
Site Lighting	XXX	
Light Fixture(s)		XXX
Lighting Control(s)	XXX	
Lamps & Ballast(s)	XXX	
Lamp(s) Recycle		XXX
MC Cable & Fittings		XXX
Conduit & Fittings	XXX	
Copper Conductors	XXX	
Switchgear / Panelboard(s)		XXX
Panel Breaker(s)		XXX
In-line pole Fuse(s)	XXX	
AC Unit Connection(s)		XXX

Item Description	INCLUDED	EXCLUDED
Rental Equipment	XXX	
Roof Patching		XXX
Receptacle & Back Box(s)	XXX	
WR GFCI Receptacle(s)	XXX	
WR J-Box(s)	XXX	
WR Equipment Connection(s)		XXX
VFD Installation		XXX
Landscape Repair(s) or Remediation		XXX
Concrete Encasement		XXX
Coring Wall / Floor / Saw Cutting		XXX
Concrete / Asphalt Patch back		XXX
Low Voltage Stub Up & Back Box(s)		XXX
Voice/Data Cable and Termination		XXX

We propose to furnish and install all labor & material required for a complete electrical installation in accordance with:

- ☐ Plans and Specifications ☐ Listed Clarifications
☒ Local Codes ☒ Comments Above

WE QUOTE ELECTRICAL / 16000 ELECTRICAL
PLANS/SPECS (if provided)

BASE BID PROPOSED AMOUNT

\$203,025.00

Alternates:

1.		\$
2.		\$
3.		\$

1. THIS PROPOSAL IS FIRM FOR 10 DAYS
2. INSTALLATION IS GUARANTEED FOR ONE YEAR
3. ALTERNATE ADDER FOR SALES TAX: \$

WAV ELECTRIC AUTHORIZED SIGNATURE

Javier Lopez
OWNER APPROVAL SIGNATURE

WAV ELECTRIC, LLC

2329 W Mescal St. #305 Phoenix, AZ 85029 - PH: (623) 398-6644 - ROC #317626 - ROC #325665



Date:	4/5/2024	Reference:	Brooks Crossing Park		
Transmitted to:	Jose Torres		From:	Javier Lopez	Cell: 480-708-6377
Email:	jtorres@dngllc.com		Email:	Javier.wavelectric@gmail.com	
Company Name:	DNG Construction LLC		Company Phone:	480-361-9137	
Site Contact:	TBD		Site Contact Phone:	TBD	
Site Address:	1345 W Calle Del Norte, Chandler AZ 85224				

INCLUSIONS:

DEMO:

Make safe electrical for demo
Trace existing underground conduits and identify circuit before demo
Demo existing light fixture pole heads (salvaged & return to the City of Chandler)
Remove (9) existing light pole and save & protect to be reuse at new location

POWER/LIGHTING:

Intercept/undermine electrical conduit to existing SES
Provide/install (3) 2" spare electrical conduit with caps to existing SES up to 5ft and mark (detail 1A SE2.1)
Provide trenching & backfill for electrical raceway with wire per (wire & conduit table SE2.0/SE2.1)
Provide/install (6) inground J-boxes per Notes #3 and install per detail (#2 SE3.0)
Identify, Intercept conduit to add (9) new inground j-boxes and extend electrical raceway to new pole locations per (#6 SE2.0/SE2.1)
Provide/install electrical raceway w/wire for Ramadas per (SE2.0 & details #5,#7 & #8 SE3.2)
Provide/install electrical raceway w/wire for drinking fountain per note #3 (SE2.0 & detail #3 SE3.1)
Install (9) existing light poles with new LED heads to new (Concrete base by others)
Provide/install Light package per (light Fixture Schedule SE1.0)
Provide new light pole anchors bolts
Remove existing lights push button & provide/install new with a ADA push button to existing pole per (note #7 SE2.0 detail #6 SE3.2)
Provide circuit tags, labels and updated panel schedule per panel schedule (SE3.0)
Provide final connections and voltage check
Undermining sidewalks to cross electrical raceway
Materials sales tax (taxed at the time of purchase)

EXHIBIT H

BUILDERS RISK INSURANCE



DNGCONS-01

OWEAB1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2024

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

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

PRODUCER Southwest Risk Management, LLC 4801 E McKellips Mesa, AZ 85215	CONTACT NAME:	
	PHONE (A/C, No, Ext): (480) 924-1200	FAX (A/C, No): (480) 924-1211
	E-MAIL ADDRESS: service@southwestrisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SELECTIVE INSURANCE COMPANY	12572
INSURED DNG Construction LLC 3933 E. La Salle Street Phoenix, AZ 85040	INSURER B : Continental Casualty Company	20443
	INSURER C : Philadelphia Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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.

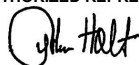
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			S 2324645	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2324645	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			S 2324645	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 9075846	12/31/2023	12/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation / Build			6072518965	12/31/2023	12/31/2024	Limit 5,700,000
C	PROF/Pollution Liab			PPK2502749	12/31/2023	12/31/2024	Aggregate Limit 5,000,000

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

REFERENCE: Project - PR1105.401, Brooks Crossing Park Improvements - The City of Chandler is named as an additional insured with respect to Liability, Builder's Risk, & Professional Liability arising out of the activities performed by, or on behalf of the contractor, including completed operations & including automobiles owned, leased, hired or borrowed by the contractor. Severability of Interest applies in regards to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Chandler PO Box 4008 Mail Stop 407 Chandler, AZ 85225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23
Page 1 of 10

INSURED'S COPY

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ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

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

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, 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 caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

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, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

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

Damages arising out of:

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

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

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

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- 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 \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, 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.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

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

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

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

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

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

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

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

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

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

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred 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.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the “insured” at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER’S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. — Exclusions:**

This exclusion does not apply to a “volunteer worker” who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. —** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. — Exclusions:**

This exclusion does not apply to property owned by anyone other than an “insured”, subject to the following:

1. The most we will pay under this exception for any one “accident” is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per “accident” deductible as stated in the ElitePac Schedule applies to this exception.

- B.** If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

LIMITED LIABILITY COMPANIES

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

If you are a limited liability company, your members and managers are “insureds” while using a covered “auto” you don’t own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS — As Required By Contract

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

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional “insured” on the Business Auto Coverage Part on your policy is an additional “insured”, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by your ownership, maintenance or use of a covered “auto”. This coverage shall be primary and non-contributory with respect to the additional “insured”. This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and

3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the “bodily injury” or “property damage”.

- C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. — Who Is An Insured:**

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

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

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

For those covered “autos” for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

TOWING AND LABOR

SECTION III, A.2. — Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered “Private Passenger Auto”, “Social Service Van or Bus”, “Light Truck” or any commercial “auto” with a gross vehicle weight or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES
SECTION III, A.4.a. — Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or

- (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. — Coverage Extensions**:

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

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. — Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. — Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. — Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";

- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE — LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. — Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GREEN AUTOMOBILE REPLACEMENT COVERAGE

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. — Duties In The Event Of Accident, Claim, Suit Or Loss**:

The notice requirements for reporting “accident” claim, “suit” or “loss” information to us, including provisions related to the subsequent investigation of such “accident”, claim, “suit” or “loss” do not apply until the “accident”, claim, “suit” or “loss” is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the “loss”.

WAIVER OF SUBROGATION

SECTION IV, A.5. — Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” resulting from the ownership, maintenance or use of a covered “auto” but only when you have assumed liability for such “bodily injury” or “property damage” in an “insured contract”. In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. — Loss Conditions**:

If a “loss” from one event involves two or more covered “autos” and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. — Concealment, Misrepresentation Or Fraud**:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. — Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover “accidents” and “losses” occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the “Coverage Territory”.

We also cover “loss” to or “accidents” involving a covered “auto” while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US — DEDUCTIBLES

The following is added to **SECTION IV, B.8. — Two Or More Coverage Forms Or Policies Issued By Us**:

If a “loss” covered under this Coverage Form also involves a “loss” to other property resulting from the same “accident” that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V — DEFINITIONS COVERAGE TERRITORY

“Coverage Territory” means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered “auto” is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured’s responsibility to pay “damages” is determined in a “suit” on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the “insured” in a “suit” brought in a location described in Paragraph 2. above, the insured will conduct a defense of that “suit”. We will reimburse the “insured” for the reasonable and necessary expenses incurred for the defense of any such “suit” seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

GASOLINE POWERED AUTO

An “auto” that is designed to be solely powered by petroleum-based fuel.

GREEN AUTO

An “auto” that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

LIGHT TRUCK

“Light Truck” means a truck with a gross vehicle weight rating of 10,000 pounds or less.

PRIVATE PASSENGER AUTO

“Private Passenger Auto” means a four-wheel “auto” of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a “private passenger auto”.

SOCIAL SERVICE VAN OR BUS

“Social Service Van or Bus” means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

“Telematic Device” includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

“Volunteer worker” means a person who performs business duties for you, for no financial or other compensation.

ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 16 04 23

SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE	
Employee Owned Autos - Business Use	Coverage Extension
AMENDMENTS TO SECTION II — LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 Per Accident \$500 Deductible Per "Accident"
Limited Liability Companies	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Employees As Insureds	Coverage Extension
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVW or GCW Greater Than 10,000 Pounds	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension

DESCRIPTION	
AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE — Continued	
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension
Green Automobile Replacement Coverage	10% up to \$3,000 per "auto", \$10,000 maximum per "loss"
AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V — DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

WC 00 03 13
WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on _____ at 12:01 A.M., standard time, forms a part of

(DATE)

Policy No. **WC 9075846**

Endorsement No. _____

Premium (if any) \$ _____

of the

(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

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 any one not named in the Schedule.

Schedule

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.

20000FWC 9075846540

POLICY NUMBER

C 6072518965

INSURED NAME AND ADDRESS

DNG CONSTRUCTION LLC

3933 E LA SALLE ST

PHOENIX, AZ 85040-3943

INLAND MARINE ADDITIONAL INSURED SCHEDULE**LOCATION** 0**Type:** ADDITIONAL INSURED - BUILDERS RISK**Additional Insured Name and Address:**

CITY OF CHANDLER

PO BOX 4008

MAIL STOP 407

CHANDLER, AZ 85225

INLAND MARINE LOSS PAYEE SCHEDULE

All loss payees as their interests may appear in the Covered Property.

The following provisions apply in accordance with the insurable interest of the loss payee: Loss Payable, Lender's Loss Payable, or Contract of Sale.

Description of Property: Any Covered Property in which a loss payee, creditor or lender holds an interest, including any person or organization you have entered a contract with for the sale of the Covered Property.



CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

Claims Made and Reported Contractor Environmental and Professional Liability Coverage

THIS POLICY IS A CLAIMS-MADE AND REPORTED POLICY. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

DEFENSE EXPENSE REDUCES THE LIMITS OF INSURANCE AND IS INCLUDED WITHIN THE SELF-INSURED RETENTION. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES, AND WHAT IS OR IS NOT COVERED.

Throughout this policy, the words “you” and “your” refer to the **named insured** shown in the Declarations. The words “we,” “us” and “our” refer to the Company providing this insurance. Other words and phrases that appear in **bold** have special meaning. Refer to Section **II. DEFINITIONS**.

In consideration of the premium paid and in reliance upon the statements that you provided to us in the application and any other supplemental information provided in connection with the application, all of which are incorporated and made a part of this policy, we agree to provide coverage as shown in the Declarations and described as follows:

I. INSURING AGREEMENTS

A. Professional Liability

1. We will pay on behalf of the **insured** for **professional loss** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of a **claim** caused by an actual or alleged negligent act, error or omission in the performance of **your professional services** provided:
 - a. Such **claim** is first made against the **insured** and reported to us, in writing, during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; and
 - b. Such **claim** is not covered under Coverage **B. Contracting Environmental Liability** below; and
 - c. **Your professional services** were first rendered on or after the Professional Liability Retroactive Date listed at ITEM 9.a. in the Declarations, and prior to expiration of the **policy period**.
2. We will reimburse the **insured** for reasonable attorney fees, costs and expenses incurred in responding to a **disciplinary proceeding**, provided:
 - a. A **disciplinary proceeding** is commenced during the **policy period** against you, by reason of any negligent act, error or omission in the performance of **your professional services**;
 - b. **Your professional services** that are subject to such **disciplinary proceeding** are first rendered for others on or after the Professional Liability Retroactive Date listed

at ITEM 9.a. in the Declarations and before expiration of the **policy period**; and

- c. The **insured** reports the actual or alleged negligent act, error or omission to us during the **policy period** and prior to such **disciplinary proceeding**.

The maximum amount payable, regardless of the number of **disciplinary proceedings** or the number of **insureds**, shall be \$10,000 per **policy period**. The **self-insured retention** shall not apply to this provision; however, any payments made by us under this provision will erode the applicable Limit of Insurance and are not in addition thereto. The Company will not be obligated to defend, or pay any fine, penalty or award resulting from any **disciplinary proceeding**.

B. Contracting Operations Environmental Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** caused by **your contracting operations, completed operations** or **transportation**, provided that:

1. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage** or **environmental damage** that is first made against the **insured** reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and
2. Such **contamination** first commences on or after the Contracting Operations Retroactive Date shown in ITEM 9.b in the Declarations, and before expiration of the **policy period**.

C. Non-Owned Location Liability Coverage

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of a **non-owned location**, provided that:

1. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage** or **environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**; and
2. Such **contamination** first commences on or after the Non-Owned Location Retroactive Date shown in ITEM 9.c in the Declarations, and before expiration of the **policy period**.

D. Your Insured Location Liability

We will pay on behalf of the **insured** for **loss** or **remediation expense** in excess of the **self-insured retention** that the **insured** becomes legally obligated to pay as a result of **contamination** on, at, under or migrating beyond the legal boundaries of **your insured location**, provided that:

1. Such **contamination** first commences during the **policy period**;
2. Such **contamination** ceases fully within ten (10) days of its commencement; and
3. The **loss** or **remediation expense** is the result of: (i) a **claim** for **bodily injury, property damage** or **environmental damage** that is first made against the **insured** and reported to us during the **policy period**, or as expressly provided for in the **extended reporting period**, if applicable; or (ii) **contamination** that caused the **insured** to incur **emergency expense** during the **policy period**.

E. Image Restoration Coverage

We will reimburse you for **image restoration expenses** incurred because of **contamination** or an actual or alleged negligent act, error or omission in the performance of your professional services reported to us during the **policy period** or as expressly provided for in the **extended reporting period**, if applicable, and that results in **bodily injury, property damage**, or **environmental damage** covered under Insuring Agreements **I. A., B., C. or D.**, as applicable. Reimbursement is limited to the costs of restoring your reputation and consumer confidence through image consulting, is subject to the **self-insured retention** for the applicable coverage part, and will in no event exceed the amount shown in ITEM 5.E in the Declarations.

II. DEFINITIONS

A. Additional insured means any individual, organization or entity to the extent that they are contractually liable for **loss** or **remediation expense** to which this insurance applies as a result of **your contracting operations, completed operations, or transportation** performed by or on behalf of the **named insured** or arising out of the named insured's ownership, use maintenance or operation of **your insured location**, provided:

1. Such individual, organization or entity is scheduled to this policy as an **additional insured** by an endorsement; or
2. Solely with regard to Coverage **B. – Contracting Operations Environmental Liability**, such individual, organization, or entity is required to be an **additional insured** under this policy in a written contract or agreement for **your contracting operations or completed operations**, provided that such contract or agreement was fully executed prior to the date that **your contracting operations** first commenced.

Any coverage afforded such **additional insured** under this policy is available up to and not exceeding any specified limits of insurance as required by the written contract with you or subject to the applicable Coverage **B. Contracting Operations Environmental Liability Coverage** Limit of Insurance, whichever is less.

The **additional insured** is not provided any coverage under this policy for any portion of its own negligence or legal liability.

B. Bodily injury means:

1. Physical injury, sickness or disease including associated medical or environmental monitoring; and
 2. Mental anguish, emotional distress or shock sustained by any person; Including death resulting therefrom.
- C. **Claim** means a written demand, notice, or assertion of a legal right seeking a remedy or alleging liability or responsibility on the part of you or any **insured**. Such demand, notice, or assertion of a legal right includes, but is not limited to legal actions, orders, petitions or governmental or regulatory actions, filed against you or any **insured**.
- D. **Completed operations** means work from **your contracting operations** that has been completed.

Your contracting operations will be deemed completed at the earliest of the following times:

1. When all of **your contracting operations** to be performed in the contract are complete;
2. When all of **your contracting operations** to be done at a **project site** have been completed; or
3. When that part of **your contracting operations** at a **project site** has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Your contracting operations that may need service, maintenance, correction, repair or replacement, but are otherwise complete, will be deemed complete.

- E. **Contaminant** means any solid, liquid, gaseous or thermal irritant or pollutant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, legionella, electromagnetic fields, **mold**, silt or sediment that originated at and migrated from a **project site**, and waste materials including but not limited to municipal, industrial, medical, pathological, and **low level radioactive waste and materials**.
- F. **Contamination** means:
1. The discharge, dispersal, release or escape of any **contaminant** into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, caused directly by **your professional services, your contracting operations, completed operations, or transportation**, or that originates at a **non-owned location** or at **your insured location**, provided such **contaminant** is not naturally present in the environment, or is not present on, at or within any structure, as applicable, in the amounts or concentrations discovered;
 2. The presence of **contaminants** that have been disposed of or abandoned at **your insured location** or a **project site** in violation of applicable **law** by parties other than an **insured** provided that prior to the **inception date** no **insured** or **additional insured** knew or reasonably should have known of such presence, disposal or abandonment; or
 3. The presence of **mold** on, at or within buildings or structures.
- G. **Conveyance** means motor vehicle, trailer, semi-trailer, aircraft, rolling stock or watercraft, but only if the operator and the conveyance are licensed, insured and permitted in full compliance with applicable law and regulations to transport its cargo, and in the business of transporting such cargo.

- H. Defense expense** means reasonable and necessary legal fees and expenses incurred by us or by an **insured** with our prior written consent: (i) in the defense, investigation or adjustment of any **claim** to which this insurance applies; or (ii) as a direct result of your discovery of any **contamination** to which this insurance applies. **Defense expense** does not include salaries, wages, overhead or benefit expenses incurred by the **insured**, including but not limited to **employees** or a **responsible individual** or supervisory or monitoring counsel, or legal fees or expenses incurred in connection with any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy.
- I. Disciplinary proceeding** means any proceeding by a regulatory official or disciplinary agency to investigate charges made by a client or former client alleging professional misconduct in rendering or failing to render **your professional services**.
- J. Emergency expenses** means only those reasonable and necessary expenses incurred to contain, control, abate, or mitigate **contamination** covered under this insurance and that is an imminent and substantial endangerment to:
1. Public health, safety or welfare; or
 2. The environment;
- provided that all of the following applies: (i) the **insured** discovers such **contamination** within seventy-two (72) hours of the **contamination** first commencing; (ii) the **insured** incurs such **emergency expenses** within seven (7) days after the **contamination** first commenced; and (iii) the **emergency expense** is incurred pursuant to **laws** that require an immediate response to **contamination**.
- K. Employee** includes temporary and leased staff working on behalf of and under direct supervision and control by an **insured**, but only while acting within the scope of performing **your contracting operations, your professional services, completed operations, or transportation**, as applicable.
- L. Environmental damage** means direct physical damage to soil, plant or animal life, surface water or groundwater, building or structures, or indoor air caused by **contamination** and resulting in **remediation expense**. **Environmental damage** does not include **property damage**.
- M. Environmental professional** means an individual chosen by us, in consultation with the **insured**, who possesses at least certain minimal levels of education and training and experience, holds valid and applicable licensing, certifications and qualifications to assess and remediate the **contamination**, and who maintains certain minimal levels of applicable insurance.
- N. Extended reporting period** means either:
1. Automatic **extended reporting period** under Section **IX. EXTENDED REPORTING PROVISIONS**, Paragraph **A.**; or
 2. Supplemental **extended reporting period** under Section **IX. EXTENDED REPORTING PROVISIONS**, Paragraph **B.**;

Whichever is applicable, following termination of coverage, as described in Section **IX. EXTENDED REPORTING PROVISIONS**.

- O. Image restoration expenses** means reasonable and necessary expenses incurred for services rendered by an image restoration firm, exclusive of: (i) any salaries, wages, overhead or benefit expenses incurred by an **insured**, or (ii) any expenses that are covered under any other insurance, including any applicable deductibles or **self-insured retention** amounts of such other insurance.
- P. Inception date** means: (i) the first date shown in ITEM 4. in the Declarations; or (ii) with respect to any endorsement the Company issues after the first date shown in ITEM 4. in the Declarations, the effective date listed in such endorsement.
- Q. Insured** means:
- 1. The named insured;**
 - 2. Any past or present director, officer, partner, member, or employee** of the named **insured**, but only while acting within the scope of his or her employment as such; or
 - 3. Any joint venture in which you participate as a member or co-venturer, but solely with regard to the named insured's liability arising out of your contracting operations or your professional services** provided in such joint venture. **Insured** does not include the legal entity itself, the joint venture itself or any other entity that is part of either the legal entity or joint venture.
 - 4. Any entity newly formed or acquired by the named insured during the policy period** provided that: (i) you have greater than fifty percent (50%) ownership, control, or beneficial interest in such entity; (ii) such entity performs operations and services consistent with **your contracting operations** and **your professional services**, and (iii) you notify us in writing of the formation or acquisition within 30 days thereof. Coverage will be provided only for **loss, professional loss or remediation expense** caused by **your professional services** or **your contracting operations** that are performed on or after the date of formation or acquisition. This coverage will expire within 90 days of such formation or acquisition or the end of the **policy period**, whichever is earlier. No such entity will continue to be an **insured** under this policy beyond the 90 days of formation or acquisition unless the following conditions precedent to coverage are fully satisfied:
 - a. Within 90 days of formation or acquisition, you must provide us with all relevant particulars regarding such entity, including but not limited to any formation, acquisition or operational agreements or other documents that we may reasonably request from you;**
 - b. We must issue an endorsement to this policy expressly naming such entity as a named insured;**
 - c. The named insured must pay the additional premium, if any, any agree to any amendment of the provisions of this policy by reason of such formation or acquisition.**
- R. Law** means any federal, state, provincial or local statutes, rule, regulation, ordinance, **Voluntary Clean Up or Risk Based Corrective Action Standards**, or judicial or administrative orders and directives, including any amendment thereto, that apply to the **insured's** liability or responsibility for **contamination**.
- S. Loss** means monetary awards or settlements, previously agreed to in writing by us, of compensatory damages and, where allowable by law, punitive, exemplary, or multiplied damages, civil fines, penalties and assessments for **bodily injury** or **property damage**, together with related **defense expense** to which this policy applies. **Loss** does not include

any non-pecuniary or injunctive relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform or complete any work, or any **insured's** or **additional insured's** overhead, profit or mark up.

- T. Low level radioactive waste and materials** means: (i) waste as defined in 10 CFR § 61.2; and/or (ii) material regulated by the U.S. Nuclear Regulatory Commission or an Agreement State under a Type A, B or C Specific License of Broad Scope as defined in 10 CFR § 33.11.
- U. Mold** means mold, mildew or any type or form of fungus including mycotoxins, spores, microbial volatile organic compounds or any other by-products produced by or released by fungi.
- V. Named insured** means the individual or entity named in ITEM 1. in the Declarations and responsible for acting on behalf of all other **insureds**, if any, under this policy as described in **X. GENERAL CONDITIONS, L. Sole Agent** and any other individual or entity specifically scheduled onto this policy by endorsement as a **named insured**
- W. Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, and assessment of such physical injury to or destruction of: land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §1801a et seq.), any state or local government, any foreign government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- X. Non-owned location** means:
 - 1.** A site or location that is not owned, occupied, leased, managed or operated by the **insured**, or its respective parents, subsidiaries or affiliates, and that is listed in a schedule to this policy utilizing the Non-Owned Location Schedule; or
 - 2.** A facility used for the recycling, treatment, storage or disposal of waste or materials generated by **your contracting operations** or **your professional services** or **your insured location**, but only if all of the following applies to the facility:
 - a.** The facility is not, nor has ever been, owned, occupied, managed, operated or leased by any **insured** or its respective parents, subsidiaries or affiliates;
 - b.** At the time the facility accepts the **insured's** waste, the facility:
 - i.** Possesses valid permits and/or licenses and operating in substantial compliance with the applicable regulations or **laws** to accept, store or process such materials or waste; and
 - ii.** Is not subject to any proceeding or litigation under CERCLA, RCRA or an equivalent state, local or provincial **law**;
 - c.** The facility is not nor has ever been listed or proposed for listing on the Federal National Priorities List or state or provincial equivalent (State Superfund or Hazardous Site List); or
 - d.** The facility is not insolvent or in bankruptcy; and
 - e.** No **insured** is nor has ever been named as a responsible party or a potentially

responsible party due to, arising from, or associated with any **contamination** at the facility.

Y. Policy period means the period set forth in ITEM 4. in the Declarations, or any shorter period arising as a result of:

1. Cancellation of this policy; or
2. With respect to any **your insured location** or **non-owned location**, the deletion of any such location from this policy by us at your written request.

Z. Professional loss means:

1. A monetary judgment, award or settlement of compensatory damages;
2. The following damages, fines or penalties:
 - a. Civil fines or penalties assessed against a third party other than an **insured** for which the **insured** is legally liable;
 - b. Civil fines or penalties assessed against the **insured**; or
 - c. Punitive, exemplary or multiplied damages for which the **insured** is legally liable; and
3. **Defense expense** associated with paragraphs 1. and 2. of this definition as referenced above.

Professional loss does not include:

1. Any non-pecuniary, injunctive, or equitable relief;
2. The return or withholding of fees or charges for services rendered by or on behalf of the **insured**;
3. Costs or expenses incurred by the **insured** to re-perform, alter, supplement, complete, or repair the **insured's** work or services, including redesign;
4. Any of the **insured's** overhead, mark-up, general conditions, or profit; or
5. Any damages, fines, or penalties that are uninsurable under applicable law.

AA. Project site means:

1. A site or location at which **your contracting operations** are performed; or
2. A site which is rented or leased by you and utilized in the direct support of **your contracting operations** for a specific contract or project.

Project site does not include any of the following:

1. Any location used for the recycling, treatment, storage or disposal of any waste or materials generated by **your contracting operations**;
2. **Your insured location**; or
3. Any location owned, leased or rented by you or any subsidiary, affiliate or joint venture

of yours unless such locations is utilized in the direct support of **your contracting operations** for a specific contract or project.

BB. Property damage means:

1. Physical injury to or destruction of tangible property of parties other than the **insured** including the resulting loss of use and diminution in value thereof;
2. Loss of use, and diminution in value of tangible property of parties other than the **insured** that has not been physically injured or destroyed; and
3. **Natural resource damage.**

Property damage does not include **remediation expense** or **environmental damage**.

CC. Remediation expense means:

1. Reasonable and necessary expenses incurred for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contamination**:
 - a. But only to the extent required by law applicable within the jurisdiction where the **contamination** occurred;
 - b. In the absence of **law**, only to the extent required by written recommendations made by an **environmental professional** in accordance with written standards or guidance established for the investigation and remediation of **contaminants** by a local, state or federal regulator having jurisdiction where the **contamination** occurred, or in the absence of such standards or guidance, written industry standards or guidance for investigation and remediation of **contamination** that an **environmental professional** determines are necessary to protect human health; or
 - c. That have been actually incurred by any government department or agency in accordance with applicable **law**;
2. Monetary awards or settlements, previously agreed to in writing by us, of compensatory damages that the **insured** is legally obligated to pay for investigation, removal, abatement, disposal, treatment, clean-up or neutralization, including associated monitoring, of **contaminants**; and
3. Punitive, exemplary, or multiplied damages, civil fines, penalties or assessments for **environmental damage** to which this policy applies unless such damages, fines, penalties, or assessments are uninsurable under applicable **law**;
4. **Restoration expense**;
5. **Emergency expense**; and
6. Related **defense expense** to which this policy applies.

However, **remediation expense** does not include **property damage**, or any non-pecuniary, injunctive, or equitable relief, the return or withholding of fees or charges for services rendered by or on behalf of the **insured**, costs to correct, re-perform, alter, supplement, or complete any work or services, or any **insured's** or **additional insured's** overhead, profit, general conditions or mark up.

DD. Responsible individual means:

1. Any officer, director, partner, managing member, or project manager of the **insured**; or
2. The manager or supervisor of the **insured** who is responsible for environmental, health and safety affairs or compliance; or
3. Any manager or supervisor of the **insured** who is responsible for risk management, loss control, procurement or maintenance of insurance, or the tendering or reporting of losses or liabilities to insurers or other third-parties.

EE. Restoration expense means only those reasonable and necessary costs required to repair, replace or restore real or personal property to substantially the same condition it was in prior to being physically damaged provided that:

1. Such real or personal property is owned by an **insured**;
2. Such costs are associated with a scheduled **your insured location**; and
3. Such physical damage was directly caused by work performed in responding to **contamination** to which this insurance applies.

However, **restoration expense** does not include any costs associated with betterments or improvements to, or depreciation of, such real or personal property.

GG. Self-Insured Retention means the amount stated in ITEM 7. in the Declarations that is primary to any liability or obligation by us under this policy and can only be satisfied by your payment of covered **loss**, **professional loss** or **remediation expense**, including related **defense expense**. The **self-insured retention** amount must be borne by you and cannot be insured. Your bankruptcy, insolvency or inability to pay the **self-insured retention** will not increase our liability under this policy.

HH. Transportation means the transport of goods, materials, product or waste to or from a **project site** by a **conveyance** in support of or in the performance of **your contracting operations**. **Transportation** includes loading or unloading of such goods, materials, product or waste at a **project site**. **Transportation** begins upon loading your goods, products, material or waste onto a **conveyance** and ends when goods, products, materials or waste has been unloaded from a **conveyance**.

II. Underground storage tank means any tank (including underground pipes connected thereto) that has at least ten (10) percent of its volume below ground and includes any ancillary and connected pumps, sumps and equipment.

JJ. Voluntary Clean Up or Risk Based Corrective Action Standards means those minimum standards adopted by the federal, state, provincial or local regulatory agency (the "Regulatory Authority") having jurisdiction over the **contamination** and applied in consideration of the applicable zoning, land use, geographic conditions, and use restrictions, if any, of the location where the **contamination** occurred for purposes of obtaining a no further action letter, closure or similar approval from the Regulatory Authority.

KK. Your contracting operations means only those contracting activities and services stated in the application for this policy, or as scheduled to this policy via endorsement, and performed for third parties by you or on your behalf at a **project site** including means or methods in connection with such activities and services. .

LL. Your insured location means any property or location approved by us and shown in ITEM

3. in the Declarations or in Your Insured Location Schedule endorsed to this policy. **Your insured location** does not include a **project site**.

MM. Your professional services means only those professional services that are stated in **Your Professional Services** Schedule endorsed to this policy.

In addition to the foregoing, if **your professional services** stated in **Your Professional Services** Schedule includes construction management services, for purposes of this policy, **construction management services** means only those services performed pursuant to the role of a construction manager, if accepted by a **named insured** in a written contract or agreement, to manage or coordinate construction means and methods as a consultant to the project owner as follows:

1. During the design phase of a project, only those services performed as a manager or coordinator responsible for communicating financing, time, and cost consequences of design decisions to your client; or
2. During the construction phase, only those services that consist of value engineering, field changes to design, scheduling or sequencing of subcontractors or sub consultants and monitoring performance of construction teams;

provided that any such services must arise out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is mental or intellectual, rather than physical or manual. Construction management services shall not include **your professional services** for design, design selection, or design recommendations by you or on your behalf.

III. LIMITS OF INSURANCE AND SELF-INSURED RETENTION

The Limits of Insurance shown in ITEMS 5. and 6. in the Declarations, the **self-insured retention** shown in ITEM 7., and the rules below fix the most we will pay regardless of the number of **your insured locations, non-owned locations, insureds, contamination** incidents, negligent acts, errors, omissions, **claims** or claimants:

- A. The Total Policy Aggregate Limit shown in ITEM 6. in the Declarations is the most we will pay for the sum of all **loss, professional loss, remediation expense, defense expense**, or other coverage afforded under this policy.
- B. Subject to the Total Policy Aggregate Limit, the most we will pay for the sum of all **loss, professional loss, remediation expense, defense expense**, or other coverage afforded under this policy arising from any single **contamination** incident or any single negligent act, error or omission in **your professional services**, under any Insuring Agreement or endorsement is the applicable Limit of Insurance shown in ITEM 5. in the Declarations, or on the applicable endorsement. If no Limit of Insurance is shown for a particular Insuring Agreement in the Declarations, then no coverage is provided under that particular Insuring Agreement.
- C. The same, related, similar or continuous **contamination** shall be deemed to be a single **contamination** incident.
- D. All **professional loss** arising out of the same, related or continuous negligent acts, errors or omissions in rendering or failure to render **your professional services** shall be deemed to arise out of a single negligent act, error or omission.
- E. Two or more **claims** arising out of or resulting from the same, related, similar or continuous **contamination** or the same, related, similar or continuous negligent act, error or omission in **your professional services**, as applicable, will be deemed to: (i) be a single **claim**; (ii)

have been first made at the time the first such **claim** was made against an **insured**; and (iii) be subject to only one Limit of Insurance shown in ITEM 5. in the Declarations or applicable endorsement subject to Paragraph III. F., below, if applicable. The same, related, similar or continuous **contamination** is **contamination** that is based upon, arises out of, is the result of or is logically or causally connected to the same, similar or related facts, circumstances, or situations. The same, related, similar or continuous negligent act, error or omission is a negligent act, error, or omission that is based upon, arises out of, is the result of, or is logically or causally connected to the same, similar or related facts, circumstances, or situations.

- F.** If we or an arbitration panel determine that more than one Insuring Agreement applies to any single **contamination** incident or any single negligent act, error or omission in **your professional services**, the following conditions will apply:
- 1.** Only one Limit of Insurance shown in ITEM 5. in the Declarations or applicable endorsement, together with the corresponding **self-insured retention**, will apply to such **contamination** incident or such negligent act, error or omission, as applicable.
 - 2.** If one of the applicable Limits of Insurance shown in ITEM 5. in the Declarations or applicable endorsement exceed the amount of any of the other applicable Limits of Insurance, then only the highest such Limit of Insurance and corresponding **self-insured retention** will apply to such **contamination** incident or such negligent act, error or omission, as applicable.
 - 3.** In no event will more than one Limit of Insurance shown in ITEM 5. in the Declarations, or applicable endorsement, apply to any single **contamination** incident or negligent act, error or omission in **your professional services**.
- G.** We will not pay for **loss, professional loss, remediation expense, defense expense** or other coverage afforded under this policy unless the amount of **loss, professional loss, remediation expense, defense expense** or other coverage afforded under this policy exceeds the applicable **self-insured retention**.
- H.** If we or an affiliated company have issued multiple CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL LIABILITY COVERAGE policies or policies providing coverage similar thereto to you, in no event will more than one such policy apply to any **loss, professional loss, remediation expense or defense expense** that arises out of the same, related, similar or continuous **contamination**, or the same, related, similar or continuous act, error or omission in **your professional services**. In that event, only the policy in effect when the **claim** arising from such **loss, professional loss, remediation expense or defense expense** is first made against you and reported to us, or when the **insured** discovers such **contamination** and reports it to us, as applicable, shall apply.
- I.** **Defense expense** is included within and will erode the **self-insured retention** and the applicable Limit of Insurance. **Defense expense** will first be subtracted from the applicable Limit of Insurance, with the remainder of such Limit, if any, being available to pay **loss, professional loss, remediation expense or emergency expense** to which this insurance applies.

IV. EXCLUSIONS

This policy does not apply to **claims, loss, professional loss, defense expense, remediation expense** or any other coverage afforded under this policy:

A. Asbestos/Lead

Based upon or arising from any asbestos, asbestos products or any substance or material

containing asbestos, or any lead, lead products or any substance or material containing lead that is or was present in or on any building or structure of any type, including any improvements or appurtenances thereto at **your insured location**.

B. Bankruptcy

Based upon or arising out of bankruptcy or insolvency of an **insured** or of any other individual, firm or organization.

C. Contractual Liability

Based upon or arising out of the **insured's**:

1. Liability of others assumed under any contract or agreement; or
2. Breach of contract or agreement.

Subparagraph 1. of this exclusion does not apply to liability:

1. That the **insured** would have in the absence of such contract or agreement;
2. For actual or alleged negligent acts, errors or omissions in the performance of **your professional services**; or
3. Solely with regard to **your contracting operations**, assumed in a written contract or agreement for **your contracting operations**, provided that the **bodily injury, property damage** or **environmental damage** occurs subsequent to the execution of such contract or agreement and does not arise from the client's sole negligence.

D. Criminal Fines and Penalties

Based upon or arising out of any criminal fines, criminal assessments, or criminal penalties.

E. Damage to Insured's Product

Based upon or arising out of **property damage** or **environmental damage** to the **named insured's** product or work. However, this exclusion does not apply to **completed operations** or a **claim** for **environmental damage**.

F. Damage to Insured's Property

Based upon or arising out of physical injury to or destruction of property owned by an **insured** leased, rented, or loaned to an **insured** including property in the **insured's** care, custody and control. This exclusion applies solely with respect to **claims** for **property damage**.

G. Discrimination

Based upon or arising out of discrimination by an **insured** on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation.

H. Divested Property Limitation

Based upon or arising out of **contamination** that first begins after **your insured location** has been divested, sold, abandoned, given away, taken by eminent domain or condemned.

I. Employers Liability

Based upon or arising out of **bodily injury** to any past or current **employee**, partner or member of any **insured**, or by anyone who has a right to make a **claim** against any **insured** because of any employment, blood, marital or any other relationship with such **employee**, partner or member. This exclusion applies:

1. Whether the **insured** may be responsible as an employer or in any other capacity; or
2. To any obligation to share damages with or repay someone else who must pay damages because of **claims**.

J. Fiduciary Liability

The **insured's** services and/or capacity as:

1. An officer, director, partner, trustee or **employee** of an organization not identified in ITEM 1. in the Declarations, or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust; or
2. A fiduciary pursuant to the Employee Retirement Income Security Act of 1974 and its amendments, or any regulation or order issued pursuant thereto; or any other employee benefit plan.

K. Hostile Acts

Based upon or arising out of any consequence of, whether direct or indirect, war, invasion, act of a foreign enemy, hostilities whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, or any covert military action.

L. Insurance and Suretyship

Based upon or arising out of the requiring, obtaining, procuring, purchasing, maintaining, advising as to, or the failure to require, obtain, procure, purchase, maintain or advise as to any form of insurance, suretyship or bond, either with respect to any **insured** or any other individual or organization.

M. Insured versus Insured

Based upon or arising out of a **claim** by any **insured** against any other **insured** under this policy. This exclusion does not apply to a **claim** made by an entity as defined in Section II. **DEFINITIONS, A. Additional Insured**, Subparagraph 2.

N. Material Change at Your Insured Location

Based upon or arising out of any material change in the use or operations at **your insured location** from the use or operations stated by you in the application.

O. Known Conditions/Known circumstances

Based upon or arising out of any fact, circumstance, event, situation or complaint that could reasonably be expected to give rise to a **claim** under this policy, which was in existence prior to the **inception date** and known by, or reasonably should have been known by, any **responsible individual** and not disclosed to us in the application. This exclusion applies to the following:

1. **Contamination**, including any subsequent dispersal, movement or migration of such **contamination**; or

2. Actual or alleged negligent act, error or omission in **your professional services.**

This exclusion, does not apply to **contamination** at a **project site** provided such **contamination** was in existence prior to the **named insured** first performing **your contracting operations** or **your professional services** at such **project site** and was caused or exacerbated by **your contracting operations**.

P. Nuclear Liability

Based upon or arising out of radioactive, toxic, or explosive properties of Source Materials, Special Nuclear Material or By-Product Material, as defined in the Atomic Energy Act, and for which the United States Department of Energy or any other governmental authority or agency has indemnified the **insured**, or for which the Price Anderson Act provides protection for the **insured**.

Q. Personal Injury

Based upon or arising out of the false arrest, humiliation, harassment, detention, imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution, abuse of process, libel, slander, harassment, or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.

R. Prior Claims

Based upon or arising from **claims, loss, remediation expense, emergency expense, defense expense** or other circumstances reported by you or required to be reported by you under any policy that was in effect prior to the **inception** date.

S. Property Damage to Conveyance

Based upon or arising out of **property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to **claims** made by third party carriers, utilized during **transportation**, for such **property damage** directly caused by your sole negligence.

T. Products Liability

Based upon or arising out of goods or products designed, manufactured, sold, handled or distributed by the **insured** or others trading under the **insured's** name, after physical possession of such goods or products has been relinquished by the insured or others trading under their names, unless such **claim, loss, remediation expense** or any other coverage afforded under the policy arises out of the assembly, fabrication or installation of such product as part of **your contracting operations**. This exclusion does not apply to such products while within the legal boundaries of **your insured location** or during **transportation**.

U. Process Improvements

Based upon or arising out of any costs or expenses incurred to install, upgrade, modify or improve any processes, operations, equipment, machinery, or real or personal property at **your insured location**. However, this exclusion will not apply to any **loss** or **remediation expense** that is directly caused by such installation, upgrade, modification or improvement activities at **your insured location**.

V. Related Entities

Based upon or arising out of an insured's involvement: (i) in **your professional services** or **your contracting operations** performed by, or on behalf of, any organization, or subsidiary or affiliate thereof, not named in the Declarations or scheduled to this policy as a **named insured** in an endorsement or (ii) as a partner, officer, director, stockholder, employer or **employee** of a business enterprise not named in the Declarations or scheduled to this policy as a **named insured**.

W. Securities Violations

Based upon or arising out of any violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar State, Federal, or other governmental law, statute, regulation or order issued pursuant to any of the foregoing statutes.

X. Separately Insured Project

Based upon or arising out of any project that is insured under a valid and collectible project specific insurance policy, including but not limited to a project specific policy, owner protective insurance policy, owner controlled insurance program, contractor controlled insurance program, wrap-up policy or other similar policy or program, under which an **insured** is provided coverage similar to this policy. This exclusion does not apply to projects specifically scheduled as an Insured Project in an endorsement to this policy.

Y. Underground Storage Tank

Based upon or arising out of **contamination** resulting directly or indirectly from an **underground storage tank**, the existence of which is known by or which reasonably should have been known by a **responsible individual** and which is located on **your insured location** unless such **underground storage tank** is scheduled on the policy by endorsement.

This exclusion does not apply to any **underground storage tank** that is:

1. A process or septic tank located partially in the ground; or
2. Located on or above the floor of structures built below the ground surface such as vaults or subsurface floors of buildings; or
3. Prior to the **inception date**, deemed closed or removed by the regulatory body having jurisdiction over the **underground storage tank** and where such regulatory body has made a determination that no further action or remediation related to such **underground storage tank** is required in accordance with applicable **law**.

Z. Vehicles

Based upon or arising out of the ownership, use, maintenance or operation of any **conveyance**. This exclusion shall not apply to the ownership, use, maintenance or operation of a **conveyance** at a **project site** or **your insured location** or during **transportation**.

AA. Warranties and Guarantees

Based upon or arising out of any express warranty or guarantee. This exclusion does not apply to a warranty or guarantee by the **insured** that **your contracting operations** and **your professional services** conform to generally accepted standards or a legal obligation that you would have in absence of such warranty or guarantee.

BB. Workers Compensation/Employment Practices

Based upon or arising out of:

1. The Merchant Marine Act of 1920 (Jones Act) or any workers compensation, unemployment compensation, disability, employee benefits, profit sharing, ERISA law or similar or related laws; or
2. Any type of employment relationship, terms of conditions of employment, or law relating to the employment of any person, including but not limited to: (i) termination of employment; (ii) refusal to employ; or (iii) any employment-related practices, policies, procedures, acts or omissions.

CC. Willful Non-Compliance and Dishonest Acts

Based upon, arising out of or attributable to:

1. A **responsible individual's** intentional, willful or deliberate noncompliance with or intentional disregard of any **law** or any other statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body; or
2. Actual or alleged fraudulent, dishonest, knowingly wrongful or malicious conduct by or at the direction of the **responsible individual**.

V. POLICY TERRITORY

The coverage afforded pursuant to this policy shall only apply to **contamination** or an actual or alleged negligent act, error or omission in the performance of your professional services within the United States, its territories or possessions, or Canada, but only if the **claim** is made within the United States.

All premiums, limits, **self-insured retentions**, **loss**, **professional loss** and other amounts under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **loss** under this policy is stated in a currency other than United States dollars, payment under this policy shall be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **loss** or **professional loss** is due, respectively.

This policy shall not apply in any situation that would be in violation of the **laws** of the United States of America or Canada, as applicable, including but not limited to, United States of America economic or trade sanction laws or export controls laws administered by the United States Treasury Office of Foreign Assets Control.

VI. DEFENSE AND SETTLEMENT

- A. We shall have the right and duty to defend any **insured** against any **claim** to which this insurance applies, even if such **claim** is groundless, false or fraudulent. For any **claim** we defend or for any **loss**, **professional loss**, or **remediation expense** to which this insurance applies, we will pay **defense expense** in excess of the **self-insured retention**: (i) for the investigation or defense of such **claim**; or (ii) incurred in connection with the payment of such **loss** or **remediation expense**, as applicable. **Defense expense** is included within and will erode the Limits of Insurance and is included within the **self-insured retention** shown in ITEM 7. in the Declarations, or applicable endorsement. Our duty to defend and to pay **defense expense** ends once the applicable Limit of Insurance is

exhausted or tendered into a court of applicable jurisdiction or once the **insured** refuses a settlement offer as provided in Paragraph **VI.D.** below. We shall have no duty to defend any **claim**, or to pay **defense expense** for any loss, **professional loss**, or **remediation expense**, to which this insurance does not apply.

- B.** We shall have the right to select counsel for the investigation, adjustment and defense of **claims** to which this insurance applies. The **insured** shall have the right to propose such counsel and we will consult with the **insured** on the selection. If more than one **insured** is involved in a **claim** to which this insurance applies, we may, in our sole discretion, appoint separate counsel for one or more of such **insureds** if there is a material (actual or potential) conflict of interest among any such **insureds**.
- C.** In the event that by mutual agreement or by applicable law the **insured** is entitled to select independent counsel to defend a **claim** to which this insurance applies, the **defense expense** we must pay to such counsel is limited to the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of similar **claims** in the venue where the **claim** arose or is being defended. We have the right to require that such counsel have certain minimum qualifications with respect to competency, including experience in defending **claims** similar to the one pending against the **insured**, and to require that such counsel have acceptable limits of errors and omissions insurance coverage. The **insured** agrees that such counsel will timely respond to our requests for information regarding any **claim**. Notwithstanding the foregoing, the **insured** may at any time, by its written consent, freely and fully waive any right to select independent counsel. This paragraph C. applies to **defense expense** both within and excess of any **self-insured retention**.
- D.** We reserve the right, but not the duty, to at any time, with the **insured's** consent, settle any **claim** to which this insurance applies as we deem expedient. If with respect to any **claim** to which this insurance applies, the **insured** refuses to consent to the first settlement acceptable to the claimant which we recommend to the **insured** in writing, and elects to further contest such **claim**, then our liability for such **claim** shall not exceed the amount for which such **claim** could have been settled, including legal expenses incurred, up to the date of such refusal, plus fifty (50) percent of covered **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of such first settlement amount. It being a condition precedent of this insurance that the remaining fifty (50) percent of such **loss, professional loss, remediation expense** or other coverage afforded under this policy in excess of the first settlement amount is uninsured and shall be borne by the **insured** at the **insured's** own risk. Notwithstanding the foregoing, this paragraph shall not apply until the settlement amount exceeds the **self-insured retention** amount stated in ITEM 7. in the Declarations or applicable endorsement. In addition, if we recommend a first settlement of a **claim** to which this insurance applies within the policy's applicable Limit of Insurance that is acceptable to the claimant, and the **insured** consents to such settlement, then the **insured's self-insured retention** for such **claim** shall be retroactively reduced by ten (10) percent. It shall be a condition precedent to such reduction that you must consent to the first settlement amount within thirty (30) days after the date we recommend to the **insured** such first settlement amount, or in the case of a first settlement amount which arises from a first settlement offer by the claimant, then within the time permitted by the claimant to accept such first settlement offer, but in all events no later than thirty (30) days after we recommend to the **insured** such first settlement offer. If the **insured** does not consent to the first settlement within the time prescribed above, the applicable **self-insured retention** amount shall remain the respective amount set forth in ITEM 7. in the Declarations or applicable endorsement, even if consent is given to a subsequent settlement.

VII. NOTICE AND CLAIM REPORTING PROVISIONS

- A.** Notice as required under this policy must be given by you, or on your behalf:

In writing to us at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
ATTN: Claims – Environmental

By email at: claimsreport@phly.com

By fax at: 1 (800) 685-9238; or

By telephone at: 1 (800) 765-9749.

As a condition precedent to our obligations under this policy, the **insured** must give written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable, of any **claim** made against the **insured** for **loss, professional loss, remediation expense** or other coverage afforded under the policy. Oral notification must be followed with a written notice to us as soon as practicable during the **policy period** or **extended reporting period**, if applicable.

B. If during the **policy period**, the **insured**: (i) first becomes aware of any: (a) **contamination** (b) negligent act, error or omission in **your professional services**, or (ii) incurs **emergency expense**, any of which could reasonably be expected to give rise to a **claim, remediation expense** or other coverage under this policy, the **insured** must give written notice to us regarding all particulars of such incident. Notice must be provided to us as soon as practicable after the **insured** discovers such **contamination**, or negligent act, error or omission, or incurs such **emergency expense**, but in no event later than the expiration of the **policy period**. Oral notification must be followed with a written notice to us as soon as practicable, but in no event later than the expiration of the **policy period**. Such notice of any **contamination** or negligent act, error or omission, or **emergency expense** must include:

1. The particulars of the specific **contamination**, negligent act error or omission, or **emergency expense**;
2. The circumstances by which the **insured** first became aware of such **contamination**, or negligent act error or omission, or **emergency expense**; and
3. The **claim, loss, professional loss** or **remediation expense** or other coverage afforded under this policy which has or may result from such **contamination**, or negligent act, error or omission, or **emergency expense**.

C. In the event that the **named insured** continuously maintains Contractors Environmental and Professional Coverage with the Company and in the event we determine that the **insured** fully complied with the notice provision set forth in Paragraph **VII. B.**, then for a period not to exceed five (5) years from the expiration of this policy, any **claim, remediation expense, loss, professional loss** or other coverage afforded under this policy that subsequently arises out of such **contamination** or such negligent act, error or omission, as applicable, will be considered to have been first made under the policy in effect at the time the **insured** discovers or is first made aware of such **contamination** or such negligent act, error or omission.

VIII. DUTIES IN THE EVENT OF A CLAIM OR REMEDIATION EXPENSE OR DISCOVERY OF CONTAMINATION

A. The Insured's Duties

As a condition precedent to our obligations under this policy, in the event of a **claim, loss, professional loss, remediation expense**, other coverage afforded under this policy or the discovery of **contamination**, and pursuant to **VII. NOTICE AND CLAIM REPORTING PROVISIONS** above, you must:

1. As soon as practicable, give notice containing all reasonably ascertainable information including but not limited to the particulars sufficient to identify the **insured**, witnesses, injured parties, time, place and underlying circumstances to us;
2. As soon as practicable, give notice to us regarding the specific particulars of any **contamination** and reasonably anticipated response to such **contamination** and extent of expected **remediation expense** or **emergency expense** that may reasonably be anticipated to be incurred as a result of any **contamination**;
3. Immediately forward to us every demand, notice, summons, or other process received by the **insured** or **insured's** representatives;
4. Authorize us to obtain records and other information on an **insured's** behalf;
5. Take reasonable measures to protect your interests, and to mitigate any **loss, professional loss, remediation expense, defense expense** or any other coverage afforded under this policy, and to comply with applicable laws. We shall not be liable for **loss, professional loss, remediation expense, defense expense** or any other coverage afforded under this policy admitted by the **insured** without our prior written consent;
6. Except at an **insured's** sole expense, admit no liability, make no payments, assume no obligation and incur no expense related to such **claim**, or **remediation expense** without our prior written consent, except in the case of **emergency expense**;
7. Fully cooperate with us and, upon our request, assist in investigations, making settlements and in the conduct of defense of **claims**. The **insured** shall, at the **insured's** cost, attend inquires, interviews, hearings, trials and depositions and shall assist in securing and giving evidence and in obtaining the attendance of witnesses and **employees**; and
8. Not demand or agree to arbitration of any **claim** or any part of your responsibilities for **remediation expense, loss, or professional loss**, or other coverage afforded or **contamination** without our prior written consent. Such consent shall not be unreasonably withheld.

BREACH OF ANY OF THE ABOVE CONDITIONS PRECEDENT TO COVERAGE WILL BE DEEMED TO HAVE PREJUDICED THE COMPANY AND WILL, AT THE SOLE AND ABSOLUTE DISCRETION OF THE COMPANY, RESULT IN FORFEITURE OF ALL COVERAGE FOR ANY **CLAIM, LOSS, PROFESSIONAL LOSS, REMEDIATION EXPENSE, EMERGENCY EXPENSE** OR ANY OTHER BENEFIT UNDER THIS POLICY

B. Rights and Duties Concerning Contamination

1. Subsequent to an insured's discovery of, and notification to us of **contamination** or **indoor event** in accordance with Sections **VII.** and **VIII.** of the policy, The **insured** shall have the right and duty to retain an **environmental professional**, subject to our consent, to investigate or remediate **contamination** that has or may reasonably be expected to result in **loss** or **remediation expense** covered by this insurance. We have the right, but not the duty, to review and approve all aspects of any such investigation or remediation.

2. In the event of **emergency expense**, the **insured** may select an **environmental professional** without our prior consent. Except for **emergency expense**, any costs incurred without our consent will not be covered under this policy or credited against the **self-insured retention**. As a condition precedent for coverage of **emergency expense** under this policy, the **insured** must notify us as soon as practicable, but in no event after expiration of the **policy period**, of such **emergency expense**.
 - a. In the event that the **insured**, subject to our prior consent, retains a remediation contractor to investigate and remediate **contamination** to which this policy applies, the **remediation expense** we must pay to such remediation contractor is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place. We have the right to require that such remediation contractors have certain minimum qualifications with respect to competency, including experience in investigation and remediation **contamination** similar to the **contamination** at issue, and to require that such remediation contractors have acceptable limits of errors and omissions insurance coverage. The **insured** warrants that such remediation contractors will timely respond to our requests for information regarding any **contamination**.
 - b. In the event that the **insured**, subject to our prior consent, directly undertakes the investigation and remediation of **contamination** resulting directly or indirectly from **your contracting operations** to which this policy applies, the **remediation expense** we must pay to such **insured** is limited to the unit rates and material costs we would actually pay to remediation contractors that we retain in the ordinary course of business in the investigation or remediation of similar **contamination** in the location where the **contamination** took place, but in no event will we be obligated to pay the **insured** for any element of overhead or profit with respect to any **remediation expense** it incurs under this subparagraph
3. In addition, we shall retain the right but not the duty to investigate or remediate **contamination** on behalf of the **insured** after receipt of notice of such **contamination**. Any expenses incurred in such investigation or remediation shall be deemed to be incurred by the **insured** and applied against the Limits of Insurance and credited against the **self-insured retention**.

IX. EXTENDED REPORTING PROVISIONS

The provisions of this Section **IX. EXTENDED REPORTING PROVISIONS** shall apply only to coverage provided by this policy that is on a Claims-Made and Reported Basis.

A. Automatic Extended Reporting Period

1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, we will provide to you a ninety (90) day automatic **extended reporting period**, at no additional charge.
2. The automatic **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the ninety (90) day extension period, but only with respect to:
 - a. A negligent act, error or omission in **your professional services**; or
 - b. **Contamination** that the **named insured** discovers or is made aware of during the **policy period** and reports to us in writing during the **policy period**; or

- c. Solely with respect to **contamination** that the **named insured** discovers or is made aware of within twenty-four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such **contamination** or negligent act, error, or omission, as applicable, is otherwise covered by this policy.

- 3. If you purchase replacement coverage for this policy, the ninety (90) day automatic extension period will end on the effective date of the replacement..

B. Supplemental Extended Reporting Period

- 1. If you cancel or refuse to renew this policy or, if we cancel or refuse to renew this policy for reasons other than non-payment of premium or fraud or material misrepresentation on your part, you shall have the right to purchase a supplemental **extended reporting period** of thirty-three (33) months for a premium of not more than two hundred percent (200%) of the expiring policy premium.
- 2. The supplemental **extended reporting period** will apply to any **claim** first made against you and reported to us in writing during the supplemental **extended reporting period** but only with respect to:
 - a. A negligent act, error or omission in the performance of **your professional services**;
 - b. **Contamination** that the **named insured** discovers or is made aware of during the **policy period** and reports to us in writing during the **policy period**; or
 - c. Solely with respect to **contamination** that the **named insured** discovers or is made aware of within twenty- four (24) hours prior to the termination of the policy and reports to us in writing during the five (5) days immediately following the termination of the policy;

Provided that such **contamination** or negligent act, error, or omission, as applicable, is otherwise covered by this policy.

- 3. You must apply for this extension in writing, accompanied by payment of premium, prior to the expiration of the ninety (90) day automatic **extended reporting period** under **A.** above.

C. Extended Reporting Periods

The **extended reporting periods** are subject to the following conditions, as applicable:

- 1. All premium paid with respect to a supplemental **extended reporting period** shall be deemed to be fully earned as of the first day of the extension period.
- 2. The supplemental **extended reporting period** described herein shall commence upon the day that the automatic **extended reporting period** terminates.
- 3. For the purpose of any **extended reporting period**, any change in premium, **self-insured retention**, Limits of Insurance or other terms or conditions at renewal is not a refusal to renew.
- 4. Limits of Insurance available during any **extended reporting period** shall not exceed the balance of the Limits of Insurance in effect at the time the policy terminated.

5. In the event similar insurance is in force covering any **claims** first made during the automatic **extended reporting period**, there is no coverage under this policy.
6. In the event similar insurance is in force covering any **claims** first made during the supplemental **extended reporting period**, coverage provided by this policy shall be excess over any such other insurance, including any applicable deductible or **self-insured retention** amounts of such other insurance. For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.
7. Any **extended reporting period** does not extend the **policy period**. Any **claim** first made against you during an **extended reporting period** will be deemed to have been first made during the last day of the **policy period**.

X. GENERAL CONDITIONS

A. Subrogation

If we pay any amount under this policy, we shall be subrogated to the **insured's** rights of recovery against any individual, firm or organization. The **insured** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The **insured** shall not waive or prejudice such rights subsequent to when a **claim** is first made or when the **insured** discovers **contamination**.

Any recovery as a result of a subrogation proceeding arising out of payment of a **professional loss, loss or remediation expense** covered under this insurance shall accrue first to you to the extent of any payments in excess of the Limits of Insurance; then to us to the extent of our payment under the policy; and then to you to the extent of your **self-insured retention**. Expenses incurred in such subrogation proceedings will be apportioned among the interested parties in the recovery, in the proportion that each interested party's share in the recovery bears to the total recovery.

Notwithstanding the foregoing, we hereby waive our right of subrogation against your client and any entity where required by written contract provided that such contract is fully executed prior to the first commencement of **contamination** or prior to the rendering or failure to render **your professional services**, as applicable to which this insurance applies. Such waiver of subrogation within any written contract does not expand, enhance or otherwise increase the terms and conditions of this policy accordingly.

B. Changes

Notwithstanding anything to the contrary, no provision of this policy may be amended, waived or otherwise changed except by endorsement issued by us to form part of this policy.

C. Action Against Us

No person or organization has a right under this insurance:

1. To join us as a party or otherwise bring us into a **claim**; or
2. To sue us under this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on a fully executed settlement agreement or on a final judgment against the **insured** obtained after an actual trial; but we will not be liable for **loss, professional loss, remediation expense, emergency expense**, or

defense expense that is not payable under the terms of this insurance or that is in excess of the applicable Limits of Insurance.

D. Bankruptcy

Your bankruptcy or insolvency, or that of your successors in interest, shall not relieve us of our obligations under this policy.

E. Cancellation or Non-Renewal

You may cancel this policy by surrendering it to us or one of our authorized agents or by mailing written notice to us and providing to us a future date when cancellation shall be effective. If you cancel this policy, we shall retain the customary short-rate portion of the premium less the minimum earned premium, if applicable.

We may cancel the policy by mailing to you at the address stated in ITEM 2 of the Declarations written notice stating when, not less than ninety (90) days thereafter; or ten (10) days in the case of cancellation for non-payment of premium or **self-insured retention**, such cancellation shall become effective. If we cancel the policy, earned premium shall be computed pro-rata. The mailing of Notice of Cancellation as aforementioned shall be sufficient notice of the intent to cancel. The effective date of cancellation specified in the notice shall terminate this **policy period**.

This policy may only be cancelled by us for:

1. Non-payment of premium or **self-insured retention**;
2. Change in your operations or professional services that materially increase risks covered under this policy;
3. Fraud or material misrepresentation by you; or
4. Any **named insured's** failure to comply with terms and conditions or your contractual obligations under this policy. You shall have a period of sixty (60) days from the date of notice of cancellation to remedy such non-compliance. If the remedy is satisfactory to us, we shall rescind such notice in writing and the policy shall remain in force. Notwithstanding the foregoing, if the policy is cancelled due to non-payment of premium, at the Company's option, upon receipt of all outstanding premium payments, the policy may be reinstated, but only from the date we receive such outstanding premium payments.

F. Assignment

Assignment of interest under this policy shall not bind us and such assignment is void unless our consent is endorsed hereon.

G. Representations

By acceptance of this policy, you represent and warrant that:

1. The statements in the Declarations and application are complete and accurate;
2. The statements in the application are your representations and warranties and that those representations and warranties are material;
3. This policy is issued in reliance upon the truth and accuracy of such representations and warranties;

4. The statements in the application are incorporated into this policy. This policy embodies all existing agreements between you and us relating to this insurance;
5. Breach of those representations or warranties will result, at our election, in forfeiture of coverage for any **claim, loss, professional loss, remediation expense, or emergency expense** reported to us under the policy, or voiding of the policy from the **inception date**.

For the purposes of this policy, application means the formal application and all attachments and other documents and materials submitted to us by you, or on your behalf, in connection with your purchase of this policy and any endorsements we may issue after the **inception date**, including any renewal of this policy. In the event you did not submit an application form to us, the application will be deemed to consist of any documents or materials submitted to us by you or on your behalf in connection with your purchase of this policy, any endorsements we may issue or any renewal of this policy.

H. Other Insurance

If other valid and collectible insurance is available to the **insured** for coverage granted under this policy, our obligations are limited as follows:

1. This insurance is primary, and our obligations are not affected unless any other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph **2.** below, or this insurance will be primary and non-contributory when Paragraph **3.** below applies; and
2. If all of the other insurance permits contribution by equal shares, we will also follow this method. In 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. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. In contribution by limits, each insurer's share is based upon the ratio its applicable limit of insurance bears to the total applicable limits of insurance of all insurers.
3. This insurance is primary and non-contributory with other valid and collectible insurance, but only if: (i) the **named insured** has a written contract or agreement requiring this insurance to be primary and non-contributory; and (ii) such contract or agreement was executed prior to the date that **your contracting operations or your professional services**, as applicable first commenced.

For purposes of this provision, other insurance includes all types of self-insurance, indemnification or other funding arrangement or program that is available to compensate an **insured** for liability.

I. Headings

The descriptions in the headings of this policy and any endorsements attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

J. Consent

Where consent by us or an **insured** is required under this policy, such consent shall not be unreasonably withheld, delayed, conditioned or denied.

K. Access and Inspection

In connection with underwriting of this insurance or with our defense or adjustment of any

loss, professional loss, claim, remediation expense or any other coverage afforded under this policy, we shall be allowed, but not obligated to, conduct inspections, surveys, audits or reviews of your location, operations, books or other information deemed pertinent by us. Such inspections, surveys, audits or reviews could involve the taking of samples, interviewing of **employees**, physical access to locations or access to materials or information concerning your operations, structure or financials of your company.

The **insured** agrees to cooperate with us, and provide us with access to locations, information, and **employees** for such inspections, surveys, audits, or reviews, whether or not you deem such location or information relevant to the underwriting of this insurance, or with our defense or adjustment of any **claim, loss, professional loss, remediation expense** or any other coverage afforded under this policy.

Neither our right to conduct such inspections, surveys, audits or reviews nor the results or conclusions of such actual inspections, surveys, audits or reviews shall warrant, in any way, that the operations or location are safe, healthful or compliant with or conform to applicable **laws**, standards or accepted practices. This condition applies to any agents or representatives that we allow to conduct such inspections, surveys, audits or reviews on our behalf.

L. Sole Agent

The **named insured** listed in ITEM 1. on the Declarations shall act on behalf of all other **insureds**, if any, for the payment or return of any premium, payment of any **self-insured retention**, receipt and acceptance of any endorsement issued to form a part of the policy, giving and receiving notices, including notices of cancellation or non-renewal, the exercise of the rights provided in the **extended reporting period**, and the receipt and acceptance of any payment required to be made by us under the policy.

M. Severability

Except with respect to Limits of Insurance, **self-insured retention**, Exclusion **M. Insured versus Insured**, Cancellation or Non-Renewal and any rights and duties assigned in this policy to you, this insurance applies as if each **insured** were the only **insured** and separately to each **insured** against whom a **claim** is made. Any misrepresentation, act, or omission that is in violation of a term, duty or condition under this policy by one **insured** shall not prejudice another **insured** under this policy. This condition shall not apply to an **insured** who is a parent, subsidiary or affiliate of the **insured** which committed the misrepresentation, act, or omission referenced above.

N. Shared Limits

You and all other **insureds** understand, agree and acknowledge that this policy contains an Aggregate Limit that is applicable to and shared by all **insureds** who are or may become an **insured**. As such all **insureds** understand and agree that the limits of this policy may be depleted or exhausted by payments to other **insureds**.

O. Arbitration

Any dispute, disagreement or controversy arising out of the formation, interpretation, alleged breach, termination, or invalidity of this policy, or as to any other issue regarding the respective duties and responsibilities of us or any **insured** regarding this policy, shall be resolved through binding arbitration. Except with respect to the selection of the arbitration panel, the arbitration will be conducted in accordance with the rules of the American Arbitration Association ("AAA") that are in effect as of the date a party first provides notice of its demand for arbitration to the other party in accordance with the policy's notice provisions. The panel will consist of one arbitrator selected by the **insured**; one selected by

us; and a third independent arbitrator will be selected by the first two arbitrators. If the first two arbitrators cannot agree on the selection of a third independent arbitrator within thirty (30) days of such notice, the third arbitrator will be selected by the AAA.

The arbitration proceeding will take place in the state shown in ITEM 2. in the Declarations or in the domicile of the entity seeking relief from us or from whom we are seeking relief. The arbitrators must give due consideration to the general principles of the law of the state shown in ITEM 2. in the Declarations in construing and interpreting this policy; provided however, that the terms, conditions, provisions and exclusions of this policy are to be construed in an evenhanded fashion as between the parties. Where the language of this policy is alleged to be ambiguous or otherwise unclear, the issue will be resolved in the manner most consistent with the relevant terms, conditions, provision or exclusions of the policy (without regard to the authorship of the language, the doctrine of reasonable expectations of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties).

The written decision of the arbitrators will be binding on all parties, must set forth its reasoning and basis in law and fact, and must be provided to all parties simultaneously. The arbitrators' award shall not include attorney fees or other costs of arbitration. Judgment on the award may be entered in any court of competent jurisdiction. Each party shall bear the costs and expenses of arbitration equally.

Notwithstanding any language to the contrary, the parties hereby agree that: the Underlying Award may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of a party's receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office and simultaneously serving such Notice on the other party. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS POLICY TO BE SIGNED BY OUR PRESIDENT AND SECRETARY. THIS POLICY SHALL NOT BE VALID UNLESS SIGNED ON THE DECLARATIONS PAGE BY OUR DULY AUTHORIZED REPRESENTATIVE