AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Consent 13 - Ratification of County Manager Signature; Agreement, Performance Bond, Payment Bond; Spallone Construction, Inc.; Gunnison Whitewater Park Repair; $368,831.25

Action Requested: Other Ratify County Manager Signature on Spallone Contract

Parties to the Agreement: Gunnison County and Spallone Construction, Inc

Term Begins: 2/13/2015 **Term Ends:** 4/30/2015 **Grant Contract #:**

Summary:
At the 2/3/2015 Board meeting the contract for the Whitewater Park repair was awarded to Spallone Construction and the Board authorized Matthew's signature on the contract agreement.

Fiscal Impact: $368,831.25

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

The amount falls within the total for the GOCO grant budget on this project.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/13/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 2/13/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase Discharge Date: 2/13/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 2/17/2015 Follow Up Agenda Date:

Revised April 2013

00520

AGREEMENT

THIS AGREEMENT made and entered into this 13th day of February, 20 15, by and between, Gunnison County

party of the first part, hereinafter called the "Owner," and

Spallone Construction, Inc.

party of the second part, hereinafter called the "Contractor."

WITNESSETH: That for and in consideration of the promises contained in the Contract Documents, of which this instrument is a part, the performance thereof, and the payments hereafter to be made, the said parties hereby covenant and agree as follows:

1. In consideration of the covenants and agreements to be kept and performed by the Contractor, and for the faithful performance of this Contract, and the completion of the work embraced therein, according to the Drawings and Specifications and conditions herein contained and referred to, the Owner shall pay, and the Contractor shall receive and accepts as full compensation for everything furnished and done by the Contractor under this Agreement, and also for all loss and damage arising out of the nature of the work, the action of the elements, or from any unforeseen contingencies or difficulties encountered in the prosecution of the work, the prices stipulated in the Contractor's Proposal, which are made a part of this agreement.

2. The Contractor, at his own proper cost and expense, shall do all work and furnish all labor, materials, tools, supplies, machinery, and other equipment that may be necessary for the construction of

Gunnison Whitewater Park Repair
(Project Title)

as outlined and as described in the Specifications and detailed on the Drawings.

3. The maintenance of a rate of progress in the work which will result in its completion within the specified time is an essential feature of the Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to insure the time of completion as defined in this Agreement.

Said work shall be commenced within 10 days from the date of the "Notice to Proceed"; and the Contractor shall have the work called for under the Contract fully completed within 55 consecutive calendar days from and including the date of the said "Notice to Proceed."

4. It is also understood and agreed that the Contract Documents, including any Addenda thereto issued prior to the opening of bids, consisting of the General Conditions, Special Construction Provisions, Specifications, Proposal, Noticed of Award, Performance Bond, Payment Bond, Noticed to Proceed, and Drawings are all essential parts of this Agreement, and are each and all made a part hereof, and have the same force and effect as if set forth at length herein.

5. It is agreed by the parties to this Contract that this Contract shall be executed in five counterparts, two copies being retained by the Owner, one to be delivered to the Contractor, one to the Engineer, and one to the Contractor's Surety.

6. It is agreed by the parties to this Contract that this Agreement shall be binding upon all their successors, assigns, heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner, party of the first part, has caused these presents to be executed the day and year first above written, and the said party of the second part has caused these presents to be executed and hereunto affixed its seal the 13th day of February, 2015.

ATTEST/WITNESS:

Gunnison County
(Owner)

By:

GUNNISON COUNTY SEAL COLORADO

ATTEST/WITNESS:

(Contractor)

(Corporation ~~Secretary~~)
V. P.

By:

Title President

(Corporation Seal)

ILLEGAL ALIEN ADDENDUM

This Illegal Alien Addendum (the "Addendum") is made to the Agreement by and between Gunnison County, a political subdivision of the State of Colorado (the "Owner") and Spallone Construction, Inc. ("Contractor") dated 2/13/2015 (the "Agreement"). This Addendum is attached to and made a part of the Agreement.

Pursuant to sections 8-17.5-101, *et seq.*, C.R.S., definitions in which are hereby incorporated:

I. Contractor certifies that, at the time of executing this Addendum, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

2. Contractor hereby agrees that it shall not:

A) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

B) Enter into a contract with a subcontractor that fails to certify to Licensor that the subcontractor shall not knowingly employee or contract with an illegal alien to perform work under the Agreement.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor is required to:

A) Notify subcontractor and the Owner within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required in Section (5)(A) above the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor is required to comply with any reasonable request that the Department of Labor and Employment makes in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to section 8-17.5-102(5), C.R.S.

IN WITNESS WHEREOF, Contractor has executed this Addendum on the date first above written. By the signature of its representative below, Contractor affirms that it has taken all necessary action to authorize said representative to execute this Addendum.

CONTRACTOR

Spallone Construction, Inc.

By: _____

Its: Pres. Dtng

Date: 2/12/15

Gunnison County

_____

By: County Manager Matthew Binnie

Its: County Manager

Date: 2/13/2015

CRS1133
1002.0200

Bond No. 2186248

00600

BONDS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT Spallone Construction, Inc.,
as Principal, and North American Specialty Insurance Company,
a corporation organized and existing under and by virtue of the laws of the State of
New Hampshire, AND AUTHORIZED TO TRANSACT BUSINESS
WITHIN THE STATE OF COLORADO, as Surety, are held and firmly bound to:
Gunnison County, as Owner, in the penal sum of
Three Hundred Sixty Eight Thousand Eight Hundred Thirty One Dollars and Twenty Five Cents. * DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, the said Principal and the said Surety, bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS the above Principal has heretofore on the 13th day of February 2015, entered into a written contract, a copy of which is by reference made a part hereof, with:

Gunnison County, for the construction of
(Owner)
Gunnison Whitewater Park Repair,
(Project)

said work of construction to be done according to the requirements of said Contract.

NOW, THEREFORE, if the above Principal shall well, truly and faithfully perform said Contract and any alteration in or addition thereto, and comply with all of the terms and provisions thereof and satisfy all of the obligations of said Principal arising thereunder (including the matter of infringement, if any, of patents) and comply with all the covenants therein contained, and contained in the Specifications, Drawings, and other documents constituting a part of said Contract required to be performed by said Principal, and satisfy all claims and demands for same, in the manner and within the time provided in said Contract, and shall fully indemnify and save harmless the Owner from all costs and damage which they may suffer by reason of failure so to do, and shall fully reimburse and repay them all outlay and expense which may incur in making good any default, and reasonable counsel fees incurred in the prosecution of defense of any action arising out of or in connection with any such default, as well as all other reasonable counsel fees incurred by the Owner and arising out of or negotiations with such claim or default, and shall pay all

* ($368,831.25)

persons who have contact directly with the Principal, for labor, equipment, and materials, if any, included in said Contract, or any alteration in or addition thereto; and if for a period of one year following the Final Acceptance of work performed under the Contract the Principal shall faithfully and satisfactorily repair and/or replace all work, material, and equipment which is determined to be defective during that period of time, provided such defect results directly or indirectly from faulty workmanship or negligence by the Principal, or from faulty manufacturing, faulty erection, faulty materials, or improper handling of materials and equipment furnished and installed by the Principal, then this obligation is to be null and void; otherwise to remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration in or addition to the terms of the Contract or to the work to be performed thereunder, or to the Specifications and Drawings accompanying the same, and no forbearance on the part of either the Owner or said Principal to the other, shall in any way affect its obligation on this bond, or release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, and it does hereby waive notice of any such change, extension of time, forbearance, alteration in or addition to the terms of the Contract, or to the work to be performed thereunder, or to the Specifications and Drawings and other documents constituting a part thereof.

IN WITNESS WHEREOF, the above-named Principal and Surety have signed these presents this 13th day of February, 2015.

Spallone Construction, Inc.
Principal (Contractor)

By

ATTEST/WITNESS:

North American Specialty Insurance Company
Surety

By Ashley K. Anderson
(Its Attorney-In-Fact)

Ashley K. Anderson / Attorney-in- Fact

(SEAL)

APPROVED:

Gunnison County
Owner

By

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall execute BOND.

Bond No: 2186248

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT Spallone Construction, Inc.

P.O. Box 1145, Gunnison, CO 81230, as Principal,

and North American Specialty Insurance Company

475 N. Martingale Road, Suite 850, Schaumburg, IL 60173, a corporation

organized and existing under and by virtue of the laws of the State of New Hampshire,

AND AUTHORIZED TO TRANSACT BUSINESS WITHIN THE STATE OF COLORADO, as Surety, are held and firmly bound to:

Gunnison County, as Owner, in the penal sum

of Three Hundred Sixty Eight Thousand Eight Hundred Thirty One Dollars and Twenty Five Cents. * DOLLARS,

lawful money of the United States, for the payment of which, well and truly to be made, the said Principal and the said Surety, bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

The condition of the above obligation is such that:

WHEREAS the above bounded principal has heretofore on the 13th day of February, 20 15, entered into a written contract, a copy of which is by reference made a part hereof, with:

Gunnison County, for the construction of
(Owner)

Gunnison Whitewater Park Repair,
(Project)

said work of construction to be done according to the requirements of said Contract.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice

* ($368,831.25)

of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 1 (Number) counterparts, each one of which shall be deemed an original, this 13th day of February 20 15.

ATTEST/WITNESS:

Spallone Construction, Inc.
Principal (Contractor)

By

(SEAL)

North American Specialty Insurance Company
Surety

By
(Its Attorney-In-Fact)
Ashley K. Anderson / Attorney-in- Fact

APPROVED:

Gunnison County
(Owner)

By

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners shall execute BOND.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, ANITA C. KELLER, ASHLEY K. ANDERSON, BROOKE DIANA LEE BECK, TERRI L. REESE, VICKIE GOLOBIC, ROBERT CHARLES TORREZ, JONATHAN B. LAND and BRIAN MAYER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 27th day of February, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 27th day of February, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of , 2015 .

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Client#: 120941 SPALCONS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/03/2015

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

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

PRODUCER
HUB International Ins Svcs Inc
2742 Crossroads Blvd
Grand Junction, CO 81506
888 245-8011

CONTACT NAME: Anita Keller
PHONE (A/C, No, Ext): 970-254-3306 FAX (A/C, No): 866-908-6374
E-MAIL ADDRESS: anita.keller@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Co	21415
INSURER B : Pinnacol Assurance Company	41190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F : HUB CA License #0757776	

INSURED
Spallone Construction Inc
P O Box 1145
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	5X1824415	10/01/2014	10/01/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X PD Ded:1,000						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	X	X	5X1824415	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5X1824415	10/01/2014	10/01/2015	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	X	4044584	10/01/2014	10/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Gunnison Whitewater Park Repairs. Gunnison County is Additional Insured as respects to General Liability.

CERTIFICATE HOLDER

Gunnison County
200 E Virginia
Gunnison, CO 81230

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

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

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of:

a. your ongoing operations for the additional insured; or

b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

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

b. Supervisory, inspection, architectural or engineering activities.

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement described in Paragraph **A.1.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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

Primary and Noncontributory Insurance

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

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

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

E. All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of ISO Properties, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

Includes copyrighted material of ISO Properties, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

 Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **PHYSICAL DAMAGE COVERAGE** is provided by this coverage form for an "auto" you own, the Physical Damage Coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** Provision:

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.

D. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

(a) The organization is a partnership or a joint venture; or

(b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

E. SUBSIDIARIES AS INSUREDS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

F. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

Includes copyrighted material of ISO Properties, Inc. with its permission.

G. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of paragraph **B. Exclusions** in **SECTION II LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

H. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

I. LOCKSMITH SERVICES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

J. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto."

K. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

In addition to the Each Accident Limit of Insurance and subject to the provisions of Paragraph **C.2.** of **Section III Physical Damage** of the coverage form, we will pay up to $5,000 for "loss" in any one "accident" to all electronic equipment that reproduces, receives, or transmits audio, visual or data signals.

L. HIRED AUTO PHYSICAL DAMAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

M. AUTO LOAN OR LEASE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of $500 for early termination fees or penalties, 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 the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

c. Security deposits not returned by the lessor;

Includes copyrighted material of ISO Properties, Inc. with its permission.

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. PERSONAL PROPERTY OF OTHERS

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

O. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

P. EXTRA EXPENSE FOR STOLEN AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

Q. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **PHYSICAL DAMAGE COVERAGE** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
   b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred; or
   b. $75 per day, subject to a $2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

R. AIRBAG COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

S. NEW VEHICLE REPLACEMENT COST

The following is added to **Paragraph C. Limit of Insurance** of **SECTION III – PHYSICAL DAMAGE COVERAGE**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

Includes copyrighted material of ISO Properties, Inc. with its permission.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

T. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

U. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

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

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties in the Event of Accident, Claim, Suit or Loss is amended by adding the following:

d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

W. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of paragraph **A. Loss Conditions** of **SECTION IV BUSINESS AUTO CONDITIONS** is deleted in its entirety and replaced with the following.

5. Transfer of Rights of Recovery Against Others to Us

If any 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. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

X. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

SECTION IV – BUSINESS AUTO CONDITIONS, B.2. Concealment, Misrepresentation, or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Y. MENTAL ANGUISH

SECTION V – DEFINITIONS, C. is replaced by the following:

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

Z. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Includes copyrighted material of ISO Properties, Inc. with its permission.

PINNACOL
ASSURANCE

7501 E Lowry Blvd
Denver, CO 80230-7006
303-361-4000 / 800-873-7242
www.pinnacol.com

NCCI #: WC000313B

Hub International Insurance Service
1125 17th Street
Ste. 900
Denver, CO 80202-4364
(888) 795-0300

ENDORSEMENT: Blanket Waiver of Subrogation

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

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

SCHEDULE

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