

DBA Construction, Inc.

P O Box 63035

Phoenix Arizona 85082

City of Buckeye

Attn: City Clerk

**Reference: East District
Traffic Signal Installation
and Improvements**

**530 E. Monroe
Buckeye, AZ 85326**



BID FORMS**East District Traffic Signal Installation and Improvements****Bid Form Dated 11/21/19**Bid Dated 12/5/2019

Successful Bidder shall complete and submit the attached bid forms as part of his bid package. Bid forms have been provided electronically to all Bidders.

The undersigned certifies complete examination and thorough familiarity with the Site, the conditions under which the Work is to be accomplished and the Bid Documents, including the following Addenda: #1 dated 10/24/19, #2 dated 11/15/19, #3 dated 11/20/19 (list all Addenda numbers)

The undersigned certifies that this BID will not be withdrawn for 90 calendar days after the Bid closing date.

The undersigned further agrees that, if awarded the Contract, it will commence Work within five calendar days following issue of Notice to Proceed. Bidder understands that time is of the essence and that it will fully complete the Work within the time limits required by the specified.

Attached hereto and made a part of the Bid, by reference, are the following documents:

Bid Form - signed
Bid Bond - signed (cashier or certified checks are not acceptable)
Construction Schedule
Certificate of Insurance
Proposed Subcontractor and Materials Supplier List. (3 references)
Affidavit of Non-Collusion - signed and notarized
T & M Rate Sheet
~~Completed Qualification Package~~

Traffic Signal
Indian School Road
Paving & Striping - Driveway
Total Bid (Detail Attached)

\$ 330,122.51
\$ 137,698.18
\$ 94,030.93
\$ 561,851.62

GC Markup for Change Order work not self-performed

12 %

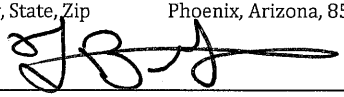
Bidder is responsible to verify all calculations on the bid form. In the case of an error in the extension of prices in the bid, the unit price shall govern.

Company	DBA Construction, Inc.	Federal Tax ID #	86-0842477
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Address	P. O. Box 63035	Phone Number	602-442-6767
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City, State, Zip	Phoenix, Arizona, 85082-3035	Fax	602-442-0408
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Signature*


Vice President DBA Construction, Inc.

Title

Tim Ginter
Type or Print Name

Tim Ginter @ dbaconstruction.net
Email

Contact for bid questions: (name & email)

Matt Woolwine, mwoolwine@dbaconstruction.net

City of Buckeye License Number:

4149

ROC License Number:

125006 A-General Engineering

Must be valid at time of bid submittal

Permit Fee and Construction Water will be paid as a passthru to the Successful Bidder and should not be included in pricing above.

DMB White Tank, LLC
East District Traffic Signal Installation and Improvements
Bid Form Dated 11/21/19
Plan Set: Wright Engineering

Description	Unit	Quantity	Unit Price	Extension
<i>Bidder shall be responsible for verification of quantities. In the case of an error in the extension of prices in the bid, the unit price shall</i>				
Signals and Related Equipment - Private Drive				
Traffic Signal ADOT "R" Pole With Foundation	EA	1	\$ 11,750.00	\$ 11,750.00
Traffic Signal ADOT "Q" Pole With Foundation	EA	1	\$ 8,150.00	\$ 8,150.00
Traffic Signal "J" (22') Pole With Foundation	EA	1	\$ 7,650.00	\$ 7,650.00
Traffic Signal "A" Pole With Foundation	EA	2	\$ 1,500.00	\$ 3,000.00
Traffic Signal "G" Pole With Foundation	EA	1	\$ 4,100.00	\$ 4,100.00
Traffic Signal "PED" Pole With Foundation	EA	2	\$ 1,100.00	\$ 2,200.00
30' Signal Mast Arm	EA	1	\$ 3,500.00	\$ 3,500.00
40' Signal Mast Arm	EA	1	\$ 5,200.00	\$ 5,200.00
55' Signal Mast Arm	EA	1	\$ 6,500.00	\$ 6,500.00
Traffic Signal Type "Q" Head	EA	2	\$ 850.00	\$ 1,700.00
Traffic Signal Type "F" Head	EA	6	\$ 500.00	\$ 3,000.00
Traffic Signal Type "R" Head	EA	3	\$ 500.00	\$ 1,500.00
Pedestrian Indication Type "MH" with Countdown	EA	4	\$ 425.00	\$ 1,700.00
Pedestrian Push Button	EA	4	\$ 1,100.00	\$ 4,400.00
Type II Mount	EA	6	\$ 425.00	\$ 2,550.00
Type IV Mount	EA	1	\$ 500.00	\$ 500.00
Type V Mount	EA	4	\$ 425.00	\$ 1,700.00
Type VII Mount	EA	1	\$ 450.00	\$ 450.00
Type VIII Mount	EA	1	\$ 500.00	\$ 500.00
Conductors and Cables	LS	1	\$ 20,000.00	\$ 20,000.00
Led Luminaire and Luminaire Mast Arm	EA	3	\$ 2,700.00	\$ 8,100.00
Illuminated Street Name Sign	EA	3	\$ 8,500.00	\$ 25,500.00
Pre-Emption	EA	3	\$ 9,100.00	\$ 27,300.00
Video Detection	EA	1	\$ 35,000.00	\$ 35,000.00
6' Vertical Camera Riser	EA	1	\$ 2,400.00	\$ 2,400.00
CCTV Camera	EA	1	\$ 16,500.00	\$ 16,500.00
Econolite size 7 Cabinet With Porch Slab	EA	1	\$ 36,000.00	\$ 36,000.00
Meter Pedestal	EA	1	\$ 3,850.00	\$ 3,850.00
UPS Back Up	EA	1	\$ 8,800.00	\$ 8,800.00
#7 Pull Box w/EXT	EA	4	\$ 1,100.00	\$ 4,400.00
(3) 3" Conduit (Bored)	LF	210	\$ 105.00	\$ 22,050.00
(3) 3" Conduit (Trenched)	LF	210	\$ 22.00	\$ 4,620.00
3" Conduit Trenched	LF	175	\$ 16.00	\$ 2,800.00
				\$ 287,370.00
GENERAL CONDITIONS				
Mobilization	LS	1	\$ 4,600.00	\$ 4,600.00
Staking	LS	1	\$ 2,000.00	\$ 2,000.00
As-Builts	LS	1	\$ 1,350.00	\$ 1,350.00
Materials Testing	LS	1	\$ 2,000.00	\$ 2,000.00
SWPPP BMP Install and Maintenance	LS	1	\$ 3,200.00	\$ 3,200.00
Traffic Control	LS	1	\$ 10,800.00	\$ 10,800.00
Dust Control	LS	1	\$ 1,400.00	\$ 1,400.00
				\$ 25,350.00
			Subtotal	\$ 312,720.00
			Payment & Performance Bond	\$ 4,416.09
			Tax (65% x 6.3%)	\$ 12,986.72
			TOTAL	\$ 330,122.81

Permit Fees and Construction Water will be paid as a pass thru to the Successful Bidder and should not be included in pricing above.

DMB White Tank, LLC
Indian School Road Paving and Striping Plan Phase I
Bid Form Dated 11/21/19
Plan Set: Land Development Engineering

Description	Unit	Quantity	Unit Price	Extension
<i>Bidder shall be responsible for verification of quantities. In the case of an error in the extension of prices in the bid, the unit price shall</i>				
CONCRETE				
Sidewalk	SF	172	\$ 12.00	\$ 2,064.00
Sawcut And Remove Existing Curb and Gutter	LF	305	\$ 10.00	\$ 3,050.00
5' Wide Verrado Ramp Ramp	EA	2	\$ 2,115.00	\$ 4,230.00
New 6" Vertical Curb and Gutter	LF	122	\$ 38.00	\$ 4,636.00
				\$ 13,980.00
PAVING				
New Asphalt Pavement 5" AC on 10" ABC 6"Subgrade	SY	637	\$ 100.00	\$ 63,700.00
Asphalt Pavement Edge type "A"	LF	592	\$ 5.00	\$ 2,960.00
Sawcut And Remove Existing Pavement	SY	167	\$ 35.00	\$ 5,845.00
				\$ 72,505.00
SIGNAGE & STRIPING				
Striping and Signage Removal	LS	1	\$ 925.00	\$ 925.00
New Striping and Signage	LS	1	\$ 7,300.00	\$ 7,300.00
				\$ 8,225.00
LANDSCAPE				
Irrigation Sleeve - 6" x 6' - 24" Deep (One Under Each Verrado Ramp)	EA	2	\$ 66.00	\$ 132.00
				\$ 132.00
GENERAL CONDITIONS				
Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
Staking	LS	1	\$ 4,500.00	\$ 4,500.00
As-Builts	LS	1	\$ 2,500.00	\$ 2,500.00
Materials Testing	LS	1	\$ 3,000.00	\$ 3,000.00
SWPPP BMP Install and Maintenance	LS	1	\$ 3,500.00	\$ 3,500.00
Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
Dust Control	LS	1	\$ 4,500.00	\$ 4,500.00
				\$ 36,000.00
			Subtotal	\$ 130,842.00
			Payment & Performance Bond	\$ 1,439.26
			Tax (65% x 6.3%)	\$ 5,416.92
			TOTAL	\$ 137,698.18

Permit Fees and Construction Water will be paid as a passthru to the Successful Bidder and should not be included in pricing above.

DMB White Tank, LLC
East District Traffic Signal - Paving and Striping Plan
Bid Form Dated 11/21/19
Plan Set: Land Development Engineering

Description	Unit	Quantity	Unit Price	Extension
<i>Bidder shall be responsible for verification of quantities. In the case of an error in the extension of prices in the bid, the unit price shall</i>				
CONCRETE				
Sawcut and Remove Existing Curb and Gutter	LF	127	\$ 8.00	\$ 1,016.00
New 6" Vertical Curb and Gutter	LF	101	\$ 45.00	\$ 4,545.00
New Sidewalk	SF	1,040	\$ 9.00	\$ 9,360.00
New 5' Verrado Directional Ramps	EA	2	\$ 3,000.00	\$ 6,000.00
Curb Termination MAG 222 Type B	EA	2	\$ 150.00	\$ 300.00
				\$ 21,221.00
PAVING				
Sawcut and Remove Existing Pavement	SY	39	\$ 97.00	\$ 3,783.00
New 3" AC on 6" ABC on 6" Subgrade	SY	118	\$ 155.00	\$ 18,290.00
				\$ 22,073.00
SIGNAGE & STRIPING				
Striping Removal	LS	1	\$ 925.00	\$ 925.00
New Striping and Signage	LS	1	\$ 7,300.00	\$ 7,300.00
				\$ 8,225.00
LANDSCAPE				
Irrigation Sleeve - 4" x 6' 12" Deep (Under Verrado Ramps)	EA	2	\$ 70.00	\$ 140.00
				\$ 140.00
GATE				
Post Relocate Plus Gate Modification Including Complete Refinish	LS	1	\$ 6,000.00	\$ 6,000.00
				\$ 6,000.00
GENERAL CONDITIONS				
Mobilization	LS	1	\$ 15,750.00	\$ 15,750.00
Staking	LS	1	\$ 4,700.00	\$ 4,700.00
As-Builts	LS	1	\$ 2,500.00	\$ 2,500.00
Materials Testing	LS	1	\$ 1,160.00	\$ 1,160.00
SWPPP BMP Install and Maintenance	LS	1	\$ 2,350.00	\$ 2,350.00
Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
Dust Control	LS	1	\$ 2,730.00	\$ 2,730.00
				\$ 31,690.00
Subtotal				\$ 89,349.00
Payment & Performance Bond				\$ 982.84
Tax (65% x 6.3%)				\$ 3,699.09
TOTAL				\$ 94,030.93

Permit Fees and Construction Water will be paid as a passthru to the Successful Bidder and should not be included in pricing above.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we DBA Construction, Inc. as Principal, hereinafter called the Principal, and Hartford Casualty Insurance Company a corporation duly organized under the laws of the State of Indiana as Surety, hereinafter called the Surety, are held and firmly bound unto DMB White Tank, LLC as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Bid Amount Dollars (\$---10%---), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. **WHEREAS**, the Principal has submitted a bid for Verrado East District Traffic Signal Installation and Improvements

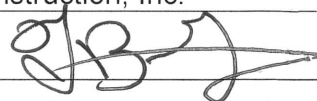
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 21st day of October, 2019.


(Witness)

DBA Construction, Inc.

(Principal)



(Seal)

BY

Vice President

(Title)


Hartford Casualty Insurance Company

(Surety)

(Seal)

BY


Lori Spelde, Attorney-In-Fact


Megan Kelley

(Witness)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: COMMERCIAL WEST INSURANCE AGENCY

Agency Code: 59-307001

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Megan L. Bredeson, Ronda H. Epperson, Jacob H. Grover, Corinne B. Hayhurst, Bridgett Spagle, Lori Spelde, Jeffery L. Steed of GILBERT, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

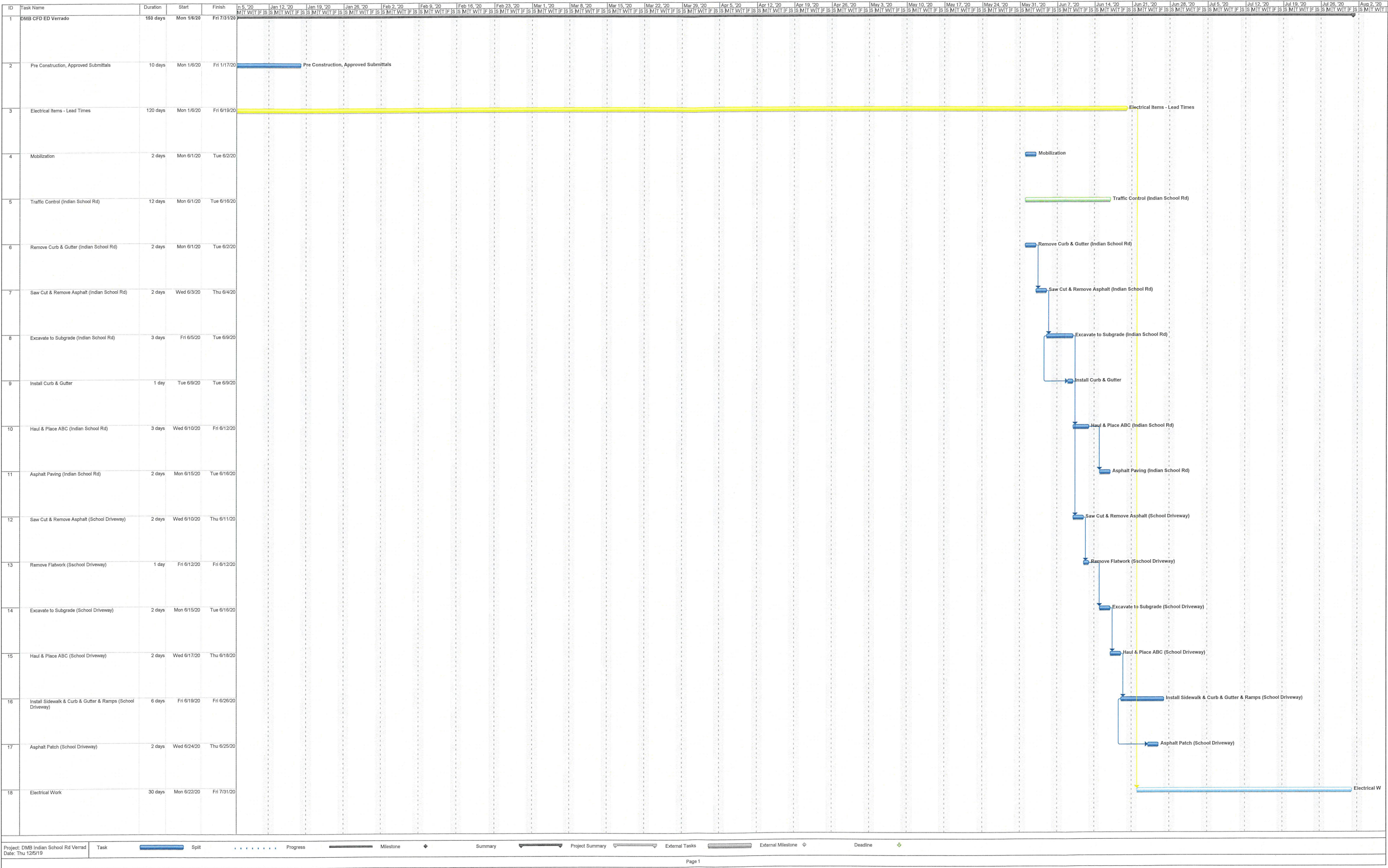
I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 21, 2019

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2019

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 Commercial West Insurance Agency 2152 South Vineyard, Suite 107 Mesa AZ 85210	CONTACT NAME: Lori Spelde	
	PHONE (A/C, No, Ext): 480-961-5400	FAX (A/C, No): 480-961-5401
INSURED DBA Construction, Inc. P.O. Box 63035 Phoenix AZ 85082-3035	E-MAIL ADDRESS: Lori@trycwi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Phoenix Insurance Company	
	INSURER B: Travelers Property Casualty Co	
	INSURER C: Charter Oak Fire Insurance Co	
	INSURER D: Travelers Indemnity Company	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 481340889**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-9D586889-PHX-19	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	810-2L968980-19-26-G	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP-0K482811-19-26	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-9J634648-19-26-G	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equip from others Scheduled Equipment			QT-660-6C701023-COF-19	1/1/2019	1/1/2020	Limit/Deductible 500,000/1,000 Limit/Deductible 2,309,687/1,000

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

Work Comp applies to all states excluding monopolistic - ND, OH, WA, WY

Re: Verrado East District Traffic Signal Installation and Improvements: Marketside Commercial

(i) DMB White Tank, LLC, Fidelity National Title Insurance Company as Trustee under its Trust no.B176, Caterpillar Foundation, Caterpillar Inc., Town of Buckeye, DMB Associates, Inc and their respective direct and indirect owners, the respective successors and assigns of each of the foregoing and the respective directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers of each of the foregoing are additional insured when required by written contract per forms attached. Primary and Non-Contributory. Waiver of Subrogation when required by written contract per forms attached, umbrella is follow form, 30 Day Notice of Cancellation applies

CERTIFICATE HOLDER**CANCELLATION**

DMB White Tank, LLC
7600 E. Doubletree Ranch Road, Suite 300
Scottsdale AZ 85258

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. 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 in an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following: DT-CO-9D586889-PHX-19

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR
ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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 "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

- 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 \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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

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

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

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

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

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

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB-9J634648-18-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED
BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.
YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.



PROJECT: Verrado

BID PACKAGE: East District Traffic Signal Installation and Improvements

DATE:12/05/19

SUBJECT: Proposed List of Suppliers and Subcontractors

Suppliers:

1. Southwest Asphalt
2. Vulcan Materials (Asphalt/ABC)
3. CalPortland Concrete
4. Rock Solid Concrete
5. Arizona Materials (Concrete)

Subcontractors: (please also list discipline of work for each subcontractor)

1. GeoTek – Quality Control Material Testing
 - a. Reference 1 – Dave Nilsen, DMB Associates – 623-444-6889
 - b. Reference 2 – Brad Anderson, Kitchell Development – 602-631-6101
 - c. Reference 3 – Gary Brady, Stantec – 480-687-6019
2. Falcon Contracting – Striping
 - a. Reference 1 – Ryan Combs – Combs Construction – President – 602-237-4029
 - b. Reference 2 – Jim Kelley – LGE Design Build – Project Manager – 623-980-4048
 - c. Reference 3 – John Arrington – Sunland – Project Manager – 602-288-5007
3. SIG – Survey
 - a. Reference 1 – Dan Spitz, Achen-Gardner, Inc. – 480.940.1300
 - b. Reference 2 – Chuck Carefoot, Ryan Companies – 602.322.6107
 - c. Reference 3 – Bryan Doolen, Summit Builders – 602.840.7700
4. Metro Traffic Control – Traffic Control Services
 - a. Reference 1 – WSP, Inc. – 623.434.5050
 - b. Reference 2 – Interstate Batteries – 623.939.6180
 - c. Reference 3 – Interwest Safety Supply – 602.253.0683
5. TLL Electric, Inc.- Electric
 - a. Reference 1 – Randy Ristow – JTB Supply Company – 714-639-9498
 - b. Reference 2 – Jeff Hammond – Consolidated Electrical Distributors – 602-437-4200
 - c. Reference 3 – Pat Reeb - Brown Wholesale Electric, Co. – 602-296-1745

Add additional lines as necessary.

Successful Bidder shall provide a List of Suppliers and Subcontractors with their Executed Contract. The Final List shall provide sufficient detail for DMB to understand who will be subcontracted to perform work, or from where materials are being purchased.

Prior to Successful Bidder's release of retention on this work, each Supplier and Subcontractor who worked on or provided material for the execution of this work must provide an Unconditional Final Lien Waiver regardless of whether or not a 20 Day Preliminary Notice was filed.

DMB reserves the right to identify Subcontractors or Suppliers that may not be engaged for this work. Any changes to the List must be communicated in writing for review and approval by DMB's Construction Manager prior to commencing with the change.

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA

COUNTY OF MARICOPA s.s.

I state that I am Vice President of DBA Construction, Inc.
(Title) (Contractor Name)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder;

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening;

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid;

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid;

5. DBA Construction, Inc. its affiliates, subsidiaries, officers, directors, and
(Contractor Name)
employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

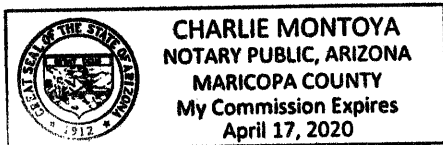
I state that DBA Construction, Inc. understands and acknowledges that the above
(Contractor Name)
representations are material and important, and will be relied on by DMB White Tank, LLC, the District 1 Community Facilities District, and the Town of Buckeye in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this bid.


SIGNATURE

Vice President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE ABOVE NAMED STATE AND COUNTY, this 4th day of December, 2019.


NOTARY PUBLIC



DBA Construction, Inc.

9/25/19

T&M Rates, Labor

Classification	Hourly Rate
Carpenter	\$47.00
Concrete Finisher	\$47.00
Operator	\$44.00
Truck Driver	\$46.00
Laborer	\$36.00
Parts Runner	\$32.00
Mechanic	\$50.00
Project Engineer	\$66.00
Project Superintendent	\$90.00
Project Manager	\$90.00
Safety Manager	\$65.00

T&M Rates, Equipment

Earth Moving Equipment	Hourly Rate
Cat 06 Dozer	90.00
Cat D5 Dozer	75.00
Cat 140 Blade	85.00
Cat 637 Scraper	282.00
Cat 623 Scraper	120.00
Cat 613 Scraper	85.00
Cat 950 Loader	80.00
Cat 928 Loader	60.00
Cat IT38 Loader	65.00
John Deere 210 Gannon	40.00

Compaction Equipment	Hourly Rate
84" Sheepsfoot Compactor	95.00
12-Ton Pneumatic Roller	45.00
3 To 5 Ton Drum Roller	35.00
6 To 7 Ton Drum Roller	45.00
8 To 12 Ton Drum Roller	60.00
Plate Tamp / Rammer	15.00

Water Trucks & Pulls	Hourly Rate
4K Water Truck	55.00
2K Water Truck	35.00
500-Gal. Water Buffalo	12.00

Excavation Equipment	Hourly Rate
Cat 320 Excavator	100.40
CAT 308 Mini Excavator	60.00
CAT 305 Mini Excavator	45.00
CAT 304 Mini Ex w/Hammer	95.00
JD 310 Backhoe	40.00
JD 710 Backhoe	55.00

Misc. Equipment	Hourly Rate
Pickup Truck - PM, Supervisor	20.00
Pickup Truck - Job	20.00
Welder/Mechanic Truck	55.00
Flatbed Trailer	25.00
Utility Cart	15.00
3-Inch Trash Pump & Hose	30.00
2-Inch Trash Pump & Hose	25.00

Added Equipment	Hourly Rate
Heavy Haul Truck	90.00
Super 16 Truck	65.00
10 Wheel Truck	55.00
Skidsteer with Hammer	45.00
Skidsteer with Auger	45.00

Note: Above rates are constant through December 31, 2019.

The above composite personnel rates include all:

- i) payroll costs;
- ii) fringe benefits;
- iii) payroll and all other taxes;
- iv) insurance costs;
- v) indirect and overhead burden and administrative support services,
such as legal, accounting, secretarial and clerical;
- vi) other non-reimbursable direct expenses; and
- vii) profit.

The above composite equipment rates include all:

- i) ownership costs;
- ii) fuel;
- iii) oil and lubrication;
- iv) ground engaging tools;
- v) indirect and overhead administrative support services,
such as legal, accounting, secretarial and clerical;
- vi) other non-reimbursable direct expenses; and
- vii) profit.