



CONTRACT RENEWAL

#5566-25-KF

Date: December 23, 2024

Firm: RockSol Consulting Group, Inc.

Description: Professional Geotechnical Engineering Services 1st Annual Contract Renewal

Congratulations, RockSol Consulting Group, Inc. is awarded the first-year renewal option for contract #5566-25-KF, **Professional Geotechnical Engineering Services**.

Under this renewal, RockSol Consulting Group, Inc. will continue to provide the City of Grand Junction with the services specified in the Contract Documents dated February 9, 2024, for RFP-5346-24-KF. This renewal maintains the same terms, conditions, and established rates as outlined in the original Contract Documents. The renewal will cover services through December 31, 2025.

CITY OF GRAND JUNCTION, COLORADO

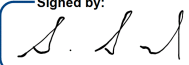
DocuSigned by:

9178927D30F4BC...
Duane Hoff, Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: Rocksol consulting Group, Inc.

By: 
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Name: saeid saeb saeb@rocksol.com

Title: President

Date: 12/24/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 columns: PRODUCER/INSURED and CONTACT NAME/INSURER(S). Includes USI Insurance Services, LLC and RockSol Consulting Group, Inc. Lists five insurers: Travelers Indemnity Company, Travelers Property Cas. Co. of America, Travelers Indemnity Company of CT, XL Specialty Insurance Company, and Charter Oak Fire Insurance Company.

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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

Table with 2 columns: CERTIFICATE HOLDER and CANCELLATION. Certificate holder is City of Grand Junction. Cancellation section contains a signature and text about policy cancellation.

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Project: RFP-5346-24-KF

Additional Insureds Includes: The City of Grand Junction, its elected and appointed Officials, employees, and volunteers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

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. 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.

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|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

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

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

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" 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.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(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;

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

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

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver 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 its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or 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" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or 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" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) 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 replaces the last sentence of 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 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.

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

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written 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 and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

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

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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

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

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

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

(6) 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.

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

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

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a) , (b) , or (c) above is directed.

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A .

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$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.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a) , (b) , (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide 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.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C ;
 - b. Damages under Coverage A , except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B .
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A ; and
 - b. Medical expenses under Coverage C ; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the "Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for 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 to 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), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees 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;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or 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 Paragraph 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 policy 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.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or
- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

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

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

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

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

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

23. "Property damage" means:

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

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

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6806H281978
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

CG 20 37 07 04

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6806H281978
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) Or ORGANIZATION(S): Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the bodily injury or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY;

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an

GENERAL PURPOSE ENDORSEMENT

POLICY NUMBER:

OFFICE PAC

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

offense committed, after:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED;

OR

2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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Page 1 of 1

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.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION 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:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. 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:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) 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.

UB6N735214

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 WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

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CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT was made and entered into this 9th day of February 2024, by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **RockSol Consulting Group, Inc.** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS the Owner advertised that sealed Proposals would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Professional Geotechnical Engineering Services RFP-5346-24-KF**.

WHEREAS, the Contract has been awarded to the above-named Firm by the Owner and said Firm is now ready, willing, and able to perform the Services specified in the Notice of Award, following the Contract Documents.

RockSol Consulting Group, Inc. is the sole awarded Firm whenever suitable. It is understood that circumstances may arise where the Firm is unable to fulfill a specific request under the Contract Documents, the awarded Firm is obligated to promptly inform the Owner of any such constraint. Consequently, if the Firm reaches its capacity to fulfill timely Services at any given time, the Owner reserves the right to engage another firm to meet project schedules. The Firm acknowledges and agrees to maintain its pricing for the entire contract period and any subsequent renewals.

NOW, THEREFORE, in consideration of the compensation to be paid to the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract," and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement;
- b. Solicitation Documents for the Project including all Addenda: **Professional Geotechnical Engineering Services RFP-5346-24-KF**;
- c. Firm's Response to the Solicitation;
- d. Service Change Requests (directing changed Services to be performed);
- e. Change Orders;
- f. Amendments.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Documents.

ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted proposal. If this Contract contains unit price pay items, the Contract price shall be adjusted by the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Amendment or another written directive of the Owner. The Owner shall not issue an Amendment or other written directive that requires additional Services to be performed, which Services cause the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides the Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner following the Solicitation.

ARTICLE 5

Contract Binding: The Owner and the Firm each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents, and specifically, the Firm shall not assign any money due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested on its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
9F789E7D50F14BC...
Duane Hoff Jr., Contract Administrator

2/14/2024
Date

RockSol Consulting Group, Inc.

DocuSigned by:
By: S. Saeb
7B73043F38B5459...
Saeid Saeb, President

2/14/2024
Date



LETTER OF INTENT

Date: January 22, 2024

Company: RockSol Consulting Group, Inc.

Project: Contract for Professional Geotechnical Engineering Services RFP-5346-24-KF

Upon thorough review and evaluation of the proposal responses received for the Request for Proposal RFP-5346-24-KF, Professional Geotechnical Engineering Services for the City of Grand Junction, I am pleased to inform you that RockSol Consulting Group, Inc. has been selected as the preferred Offeror.

It the intent of the City of Grand Junction, subject to City Council approval, to award the aforementioned contract to RockSol Consulting Group, Inc. in accordance with the terms outlined in the RFP documents and your proposal response.

Please be advised that the contract must undergo approval by the City of Grand Junction, City Council before the award and full contract signing can take place. The projected City Council date for approval is February 7, 2024.

Following approval by the City Council, I will promptly provide you with the necessary contract documentation for your signature.

Should you have any questions or require further clarification, please do not hesitate to contact me at 970-244-1513.

The City of Grand Junction looks forward to working together.

Thank you,

A handwritten signature in blue ink, appearing to read "K. Franklin".

Kathleen Franklin
Senior Buyer

cc: Ken Haley, Engineering Manager



Request for Proposal RFP-5346-24-KF

Professional Geotechnical Engineering Services

RESPONSES DUE:

January 9, 2024, before 2:00 p.m. (Mountain Time)

Accepting Electronic Responses Only

Submitted Through the

Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

(Purchasing Agent does not have access or control of the Vendor side of RMEPS. If the website or other problems arise during response submission, the Offeror MUST contact RMEPS to resolve the issue before the response deadline 800-835-4603)

**NOTE: All City solicitation openings will be held virtually,
information is in Section 1.9.**

Purchasing Agent:

Kathleen Franklin, Senior Buyer

kathleenf@gjcity.org

970-244-1513

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

1.0 Administrative Information and Conditions for Submittal

2.0 General Contract Terms and Conditions

3.0 Insurance Requirements

4.0 Specifications/Scope of Service

5.0 Preparation and Submittal of Proposals

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7.0 Solicitation Response Form

8.0 Appendices

Appendix 1 – 2024 Recommended Capital Project Listing

REQUEST FOR PROPOSAL

Section 1.0: Administrative Information & Conditions For Submittal

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal.
- 1.3. Issuing Office:** The Request for Proposal (RFP) is issued by the City of Grand Junction (City). The Purchasing Agent responsible for the conduct of this procurement is:
- Kathleen Franklin
kathleenf@gjcity.org
- Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. Purpose:** The City of Grand Junction, Colorado is requesting proposals from qualified professional Firms capable of delivering geotechnical engineering and materials testing services to meet the dynamic and evolving needs. This contract will be established on an 'as-needed' basis to ensure that the City's infrastructure projects are supported by the highest standards of expertise, safety, and reliability. Services shall be provided under the terms and conditions provided in this RFP.
- 1.5. Non-Mandatory Pre-Proposal Meeting:** Prospective Offerors are encouraged to attend a non-mandatory pre-proposal meeting on **December 20, 2023, at 2:00 p.m.** The meeting location will be in the **City Hall Auditorium, located at 250 N. 5th St. Grand Junction, CO 81501**. The purpose of this visit will be to clarify the contents of this RFP.
- 1.6. The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.7. Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by

addenda. Should the Owner omit anything necessary to the clear understanding of the requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

- 1.8. Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.9. Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed, in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening, “Professional Geotechnical Engineering Services, RFP-5346-24-KF
Jan 9, 2024, 2:00 – 2:30 PM (America/Denver)**

Please join the meeting from your computer, tablet, or smartphone.

<https://meet.goto.com/990613573>

Dial in using a phone.

Access Code: 990-613-573

United States: +1 (224) 501-3412

Join from a video-conferencing room or system.

Meeting ID: 990-613-573

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 990613573@67.217.95.2 or 67.217.95.2###990613573

Get the app now and be ready when your first meeting starts

<https://meet.goto.com/install>

- 1.10. Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.11. Altering Proposals:** Any alterations made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.12. Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only before award.
- 1.13. Acceptance of Proposal Content:** The Proposal selected by the Owner shall become a part of the Contract Documents. Failure of the successful Offeror to accept the obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Consultant” or “Firm.”

- 1.14. Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>. An Offeror(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.15. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the Contract Documents.
- 1.16. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the Contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information identified with the words "**Confidential Disclosure**" and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror(s) intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal or to remove confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.17. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- 1.18. Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements:
- Be able to comply with the required or proposed schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - Have a satisfactory record of integrity and ethics.

- Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.19. Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.20. Public Opening:** Proposal(s) shall be opened publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the company name(s) and business location of the proposing Offeror(s) will be disclosed.

Section 2.0: General Contract Terms and Conditions

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.

- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under the Contract.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Firm, of the value of Service(s) performed per the Contract Documents. The Service(s) performed by the Firm shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.6. Protection of Persons and Property:** The Firm shall comply with all applicable laws ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss.
- 2.7. Changes in the Services:** The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Firm signed by the Contract Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have the authority to order minor changes in the Services not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.9. Protection of Persons and Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss.
- 2.10. Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract. The Firm shall bear all costs of correcting such rejected Services, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of the condition. All such defective or non-conforming Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the Contract without cost to the Owner.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of Service(s) furnished hereunder shall not in any way relieve the Firm of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of,

or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.

- 2.12. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the Contract Administrator.
- 2.13. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.15. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the course of performing such Services is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.18. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.19. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a Firm may be rejected in whole or in part when it is in the best interest of the City.
- 2.20. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.21. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.21.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except

when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.21.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
- 2.21.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.23. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.24. Failure to Deliver:** In the event of failure of the Firm to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of the Owner to enforce any provision of the Contract at any time under the terms thereof.
- 2.26. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm unless otherwise specified in the Contract.
- 2.27. Indemnification:** The Firm shall defend, indemnify, and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.28. Independent Firm:** The Firm shall be legally considered an independent of the Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time legally responsible for

any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

- 2.29. Ownership:** All documents, plans, concepts, and work prepared under the Contract, *etc.*, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or the Contract. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Firm agrees to protect the Owner from any claims involving infringements of a patent(s) and/or copyright(s) and/or other intellectual property protection. In no event shall the Owner be liable to the Firm for any claims, damages, awards, and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.32. Governing Law:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.36. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.

- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.39. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.40. Multiple Offers:** If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating Firms. All participating entities will be required to abide by the specifications, terms, conditions, and prices established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing offices or use its purchasing cards for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggyback" on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.42. Definitions:**
- 2.42.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.42.2.** "Consultant" or "Firm" is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Consultant, Firm, or its authorized representative(s).
- 2.42.3.** "Key Personnel" designate the crucial individual(s) from the Firm essential for the successful execution and completion of the Project. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.

- 2.42.4. "Offeror" refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
 - 2.42.5. "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
 - 2.42.6. "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the requirements of the Contract Documents.
 - 2.42.7. "Subcontractor" is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.
- 2.43. **Public Disclosure Record:** If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.

Section 3.0: Insurance Requirements

- 3.1. **Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm according to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Firm shall procure and maintain and, if applicable, shall cause any subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm under the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation: The Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation and other statutory insurances as required.
- (b) General Liability insurance with minimum combined single limits of:
ONE MILLION DOLLARS (\$1,000,000) for each occurrence and
TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall apply to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest provision.

(c) Pollution Liability with minimum combined single limits of:

FIVE MILLION DOLLARS (\$5,000,000) for each occurrence and

FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and

ONE MILLION DOLLARS (\$1,000,000) aggregate

Concerning each of the Firm's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

(e) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

FIVE MILLION DOLLARS (\$5,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

(f) Technology-related errors and omissions liability and cyber-liability coverage with limits of:

TWO MILLION (\$2,000,000) for each occurrence and

TWO MILLION (\$2,000,000) aggregate

3.1.1. Additional Insured Endorsement: The policies required by paragraphs (b), (d), and (f) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

- 4.1. General:** The Owner seeks to establish an annual contract with an efficient and effective geotechnical engineering firm(s) with the capacity to deliver prompt and comprehensive services on an 'as-needed' basis.
- 4.2. Specifications/Scope of Services:** The Firm selected by the Owner shall provide a comprehensive range of geotechnical engineering services on a flexible, 'as-needed' basis. These services include but are not limited to geotechnical engineering, material testing, and construction inspection services necessary for the construction and maintenance of City infrastructure.

In addition to technical proficiency, the Owner values specific attributes that are desired under this Contract, including:

- Organizational excellence to ensure efficient project management.
- A deep understanding of each project's unique demands to facilitate a timely and relevant response.
- Capacity and expertise, possessing the capacity with qualified and experienced personnel for quality assurance, knowledge of local construction practices, and adherence to AASHTO/ASTM standards.
- Adaptability and readiness to respond to changing requirements to ensure project schedules are maintained.
- Effective communication, fostering seamless collaboration with City representatives and other stakeholders.
- Timely reporting to ensure the City is consistently well-informed about project progress and potential issues. Flexible in Form format, provided it complies with AASHTO/ASTM standards.
- Transparent invoicing, exemplifying precision in invoicing, encompassing both service descriptions and fee rates, for transparency and financial accuracy.

The City retains the discretion to make a single Contract award or, as deemed suitable, designate a primary and a secondary service provider, with a strong emphasis on time adherence and availability throughout the project lifecycles.

The 2024 Recommended Budget for the City plans to invest \$145.1 million in capital improvements in the community with approximately 75% of the funds allocated for vertical and horizontal construction projects. A copy of the 2024 Recommended Capital Budget is attached for reference on the types of projects planned.

Over the past 5 years, the Owner has spent approximately \$200,000 to \$400,000 per year on contracted geotechnical engineering and testing services. It is anticipated that the forecasted level of geotechnical engineering services in 2024 associated with this RFP would equate to a similar level of work compared to previous years but does not guarantee a certain amount of work.

4.3. Special Conditions & Provisions:

4.3.1. Non-Mandatory Pre-Proposal Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-proposal meeting on **December 20, 2023, at 2:00 p.m.** The meeting location will be in the **City Hall Auditorium, located at 250 N. 5th St. Grand Junction, CO 81501.** The purpose of this visit will be to clarify the contents of this RFP.

4.3.2. Fee Proposal: Pricing for the services shall be all-inclusive, including, but not limited to: labor, materials, equipment, travel, design, drawings, work, shipping/freight, licenses, permits, fees, and any related costs. etc.

Provide a comprehensive list of all, direct charges and potential costs associated with geotechnical engineering and materials testing, laboratory rate services, employee and subcontractor classification with experience and state hourly rate, standard procedures and testing descriptions, methods, and price per test, breaking items down into both hourly rates and flat rate fees, as applicable.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest, penalties, termination payments, attorneys fees, liquidated damages, etc.

All fees and pricing will be subject to negotiation by the Owner.

4.3.3. Laws, Codes, Rules, and Regulations: The Firm shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.3.4. Project Schedule: The Offeror shall include standard delivery time for day-to-day testing results, delineating calendar timelines for services.

4.3.5. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Contract Administrator or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.3.6. Project Manager/Administrator: The Project Manager, representing the Owner, will promptly make decisions regarding services proposed or performed by the Firm. The Project Manager is responsible for approving and accepting all services within the performance of the Contract. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to

Kenneth Haley, Engineering Manager
City of Grand Junction, Engineering and Transportation
244 7th St.
Grand Junction, CO 81501

4.3.7. Contract Administrator: The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract will be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org
(970) 244-1545

4.4. Contract Term: The Contract will be effective from the date of execution by the Parties and services shall be provided through December 31, 2024. The awarded Firm(s) and Owner may mutually agree to renew the Contract for up to three (3) additional one (1) year periods, contingent upon the City Council's appropriation of funds. Renewals shall maintain the original Contract terms and conditions and fees/rates.

4.5. Attached Documents: (click links for access)

Appendices

Appendix 1 – 2024 Recommended Capital Project Listing

4.6. RFP Tentative Time Schedule:

- Request for Proposal available December 11, 2023
- Non-Mandatory Pre-Proposal Meeting December 20, 2023, 2:00 p.m.
- Inquiry deadline, no questions after this date December 28, 2023
- Final Addendum Posted January 3, 2024
- Submittal deadline for proposals January 9, 2024
- Owner evaluation of proposals January 9-16, 2024
- Interviews and tours, *if required* January 19, 2024
- Final Selection January 24, 2024
- City Council Approval February 7, 2024
- Contact execution February 9, 2024

4.7. Questions Regarding Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

Section 5.0: Preparation and Submittal of Proposals

Submission: Each proposal shall be submitted in electronic format only, and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate interest in this Project, show specific experience, and address the capability to perform the Scope of Services in the Project Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted from **A** to **H**:

Proposals are requested to not exceed 20 pages.

- A. Cover Letter:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name, address, phone number, and email of the person designated as the Firm’s principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Firm. The cover letter shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Firm, stating the individual(s) role and signature authority. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offeror(s) must present qualifications and demonstrate relevant experience and credentials for consideration as a contract provider to the City of Grand Junction. This should encompass a strong track record in handling projects of a similar nature.
- C. Strategy and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner’s objectives outlined in this RFP. Describe the proposed strategy or plan for achieving these objectives. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives will be met. Additionally, specify the standard delivery time for day-to-day testing results as part of your proposed strategy.

- D. References:** Provide a minimum of three (3) government and/or municipal references that can attest to the Firm's experience in projects of similar scope and size. **Include a summary of the project completed with** the client name, address, point of contact person, telephone number, email address, project dates, project description, original project budget, final project cost, explanation of variation from original budget to final project cost, pictures, *etc.*
- E. Solicitation Response Form:** The Offeror shall complete and submit the attached Solicitation Response form with the proposal.
- F. Fee/Pricing Proposal:** Provide a comprehensive list of all, direct charges and potential costs associated with geotechnical engineering and materials testing, laboratory rate services, employee and subcontractor classification with experience and state hourly rate, standard procedures and testing descriptions, methods, and price per test, breaking items down into both hourly rates and flat rate fees, as applicable.
- G. Legal Proceedings/Lawsuits:** Provide a comprehensive list of any legal proceedings or lawsuits involving the Firm, employees, or subcontractors of the Firm who may be providing services to the City. The list shall include current litigation and the status, and any matter(s) filed, settled, and/or otherwise adjudicated in the last five years. For each instance describe the underlying reason or cause of action, as well as the outcome or current status.
- H. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm's suitability to provide the services outlined in this RFP.

Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Offeror's ability to provide the services described herein.
- I. Evaluation Summary:** Proposals will be prioritized based on the criteria categories and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

Evaluation Criteria and Weighted Values shall be worth ninety (90) %

- **Responsiveness of Submittal to the RFP (20) %**
The Offeror has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the RFP and all of its requirements, including all forms and substance.
- **Understanding of the Project and Objectives (20) %**
The Offeror's ability to demonstrate a thorough understanding of the City's goals for this specific Project.
- **Experience thirty (30) %**
Offeror's proven proficiency in the successful completion of similar projects. Offeror's ability to demonstrate appropriate skill levels, certifications, and all other skill sets necessary to provide Services.
- **Strategy & Implementation (20) %**
Offeror has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item C – Strategy and Implementation Plan for details.

The following Criteria shall be worth ten (10) %

- **Fees ten (10) %**
All fees associated with the Services are provided and are complete and comprehensive.

- 6.3. Shortlisting Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.
 - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.
- 6.4. Negotiations:** The City may undertake negotiations with the top-rated Offeror(s) and will not negotiate with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and terminated.
- 6.5. Interview(s) and Tour(s):** The Owner retains the right to extend an invitation to the highest-rated Offeror(s) for in-person interview(s). Offeror(s) may be requested to deliver a presentation and facilitate a facility tour if deemed necessary for a comprehensive evaluation.

6.6. Award: Offeror(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Project Firm.

Section 7.0. Solicitation Response Form

RFP-5346-24-KF “Professional Geotechnical Engineering Services”

Offeror must submit the entire Form completed, dated, and signed.

The City reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror accepts and agrees, in accordance with the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered, to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

Company Name – (Typed or Printed)

Authorized Agent, Title – (Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name & address of Subcontractor (Name, City, State)</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Offeror or with any competitor.



Attachment A

**2024 Recommended Capital Projects Listing
City Council Meeting, First Reading
October 16, 2024**

Ref #	Department	New Project/ Maintenance	Project Title	2024 Recommended Budget
1	City Manager-Housing	New	Housing Programs	\$ 7,404,158
Total City Manager-Housing				\$ 7,404,158
2	Community Development	New	Charging and Fueling Infrastructure	\$ 1,350,000
3	Community Development	New	Electric Vehicle Charging Stations	518,360
Total Community Development				\$ 1,868,360
4	Engineering & Transportation	New	D 1/2 Road, 29 to 30 Road	\$ 5,000,000
5	Engineering & Transportation	New	Horizon Drive at G Road and 27 1/2 Road	4,000,000
6	Engineering & Transportation	New	26 1/2 Road, Horizon Drive to Summerhill Way	2,750,000
7	Engineering & Transportation	New	Crosby Avenue, 25 1/2 Road to Main Street	2,450,000
8	Engineering & Transportation	New	4th and 5th Street Design and Improvements	1,200,000
9	Engineering & Transportation	New	Downtown Main to Trains Connector - 2nd Street Promenade	1,000,000
10	Engineering & Transportation	New	North Avenue Enhanced Transit Corridor	900,000
11	Engineering & Transportation	New	Ranchman's Ditch Trail	700,000
12	Engineering & Transportation	New	24 1/2 Road, Patterson to G 1/4 Road	500,000
13	Engineering & Transportation	New	B 1/2 Road, 29 Road to 29 1/2 Road	500,000
14	Engineering & Transportation	New	F 1/2 Parkway, Market to Patterson	500,000
15	Engineering & Transportation	New	Highway 50 at Palmer Street Intersection Improvements	484,094
16	Engineering & Transportation	New	Broadway at Reed Mesa Left Hand Turn Lane	450,000
17	Engineering & Transportation	New	22 1/2 Road Path Construction at Broadway Elementary	300,000
18	Engineering & Transportation	New	Riverside Parkway at 7th Street Drainage Improvements	250,000
19	Engineering & Transportation	New	Alley Improvement Districts	200,000
20	Engineering & Transportation	New	F 1/2 Parkway, 23 3/4 to 24 Road (Mesa Trails)	200,000
21	Engineering & Transportation	New	24 Road and G Road Capacity Improvements	200,000
22	Engineering & Transportation	New	24 Road and Riverside Parkway Interchange	200,000
23	Engineering & Transportation	New	Safe Routes to Schools - Palmer Street from Highway 50 North to Unaweep Avenue	174,883
24	Engineering & Transportation	New	Riverside Parkway at 9th Street Turn Lane	120,000
25	Engineering & Transportation	New	Safe Routes to Schools - Rocket Park Crosswalk	40,000
26	Engineering & Transportation	New	30 Road South of D Road Pedestrian Improvements	35,000
27	Engineering & Transportation	Maintenance	Contract Street Maintenance	3,625,000
28	Engineering & Transportation	Maintenance	Riverside Parkway at Highway 50 Retaining Wall	900,000
29	Engineering & Transportation	Maintenance	Curb, Gutter, and Sidewalk Safety Repairs	400,000
30	Engineering & Transportation	Maintenance	Traffic Signal Upgrades	279,130
31	Engineering & Transportation	Maintenance	Colorado River Levee Renovations	100,000
32	Engineering & Transportation	Maintenance	Mill Tailing Repository Removal	100,000
33	Engineering & Transportation	Maintenance	Hale Avenue (Dos Rios) Storm Outfall Repair	50,000
34	Engineering & Transportation	Maintenance	Patterson Road Access Control Plan Improvements	50,000
35	Engineering & Transportation	Maintenance	Drainage System Improvements	20,000
Total Engineering & Transportation				\$ 27,678,107
36	Fire	New	Fire Station No. 7 Construction	\$ 7,500,000
37	Fire	New	Fire Station No. 7 Aerial Truck (Ladder)	1,578,563



Attachment A

2024 Recommended Capital Projects Listing
City Council Meeting, First Reading
October 16, 2024

Ref #	Department	New Project/ Maintenance	Project Title	2024 Recommended Budget
38	Fire	New	Fire Station No. 7 Ambulance	260,273
39	Fire	New	Fire Station No. 7 Ambulance Equipment	181,168
40	Fire	New	Rescue Boat	100,000
Total Fire				\$ 9,620,004
41	General Services	New	Composting Site	\$ 3,000,000
42	General Services	New	Material Recycling Facility (MRF) Design	750,000
43	General Services	New	Property Acquisition for Employee Housing	750,000
44	General Services	New	Parking System Infrastructure Upgrades	430,000
45	General Services	New	Addition of Pooled Vehicles	119,922
46	General Services	Maintenance	City Facility and Security Improvements	950,000
47	General Services	Maintenance	Berm at Lincoln Park Driving Range	50,000
Total General Services				\$ 6,049,922
48	Information Technology	New	Enterprise Resource Management/Human Capital Management (ERP/HCM) Software System Implementation	\$ 5,000,000
49	Information Technology	New	Carrier Neutral Location for Broadband	250,000
Total Information Technology				\$ 5,250,000
50	Parks and Recreation	New	Community Recreation Center Construction	\$ 23,615,217
51	Parks and Recreation	New	Emerson Park Destination Skate Park Construction	2,515,039
52	Parks and Recreation	New	Monument Connect Phase II	1,670,000
53	Parks and Recreation	New	River Trail Expansion, C 1/2 Road Gap	1,100,000
54	Parks and Recreation	New	Whitman Park Planning and Improvements	775,000
55	Parks and Recreation	New	Riverfront Trail Widening at Broadway & Colorado River	275,000
56	Parks and Recreation	New	Hawthorne Park Improvements	340,000
57	Parks and Recreation	Maintenance	Trails - Asphalt Trail Replacements	400,000
58	Parks and Recreation	Maintenance	Stadium Improvements	225,000
59	Parks and Recreation	Maintenance	Conversion of Downtown Fountains to Recirculation	150,000
60	Parks and Recreation	Maintenance	Water Conservation Projects - Turf to Native	125,000
61	Parks and Recreation	Maintenance	Playground Repair	100,000
Total Parks and Recreation				\$ 31,290,256
62	Police	Maintenance	Fire Alerting Hardware/Software Upgrades	\$ 80,000
63	Police	Maintenance	800MHz Capital Improvements	70,000
Total Police				\$ 150,000
64	Utilities - Water	New	Gunnison River Infrastructure	600,000
65	Utilities - Water	New	Excavator	100,000
66	Utilities - Water	Maintenance	Water Line Replacements	2,500,000
67	Utilities - Water	Maintenance	Water Treatment Plant Modifications	150,000
68	Utilities - Water	Maintenance	Kannah Creek Water System Improvements	120,000
69	Utilities - Water	Maintenance	Historic Water Treatment Plant Preservation	100,000
70	Utilities - Water	Maintenance	Lead Water Line Replacements	100,000
71	Utilities - Water	Maintenance	Ranch Improvements/Sustainable Agriculture	100,000
72	Utilities - Water	Maintenance	Water Rights Infrastructure Development	100,000



Attachment A

2024 Recommended Capital Projects Listing
City Council Meeting, First Reading
October 16, 2024

Ref #	Department	New Project/ Maintenance	Project Title	2024 Recommended Budget
73	Utilities - Water	Maintenance	Grand Mesa Reservoir Improvements	50,000
74	Utilities - Water	Maintenance	Water Meter Replacements	50,000
75	Utilities - Water	Maintenance	Ridges Distribution System Replacement	30,000
76	Utilities - Water	Maintenance	Roof Replacement at Shadow Lake Pump Station	30,000
Total Water Projects				\$ 4,030,000
77	Utilities - Sewer	New	Wastewater Treatment Plant Rehabilitation/Expansion Projects	\$ 40,300,000
78	Utilities - Sewer	New	Jetter Truck	311,796
79	Utilities - Sewer	New	Off-Road Forklift	75,000
80	Utilities - Sewer	Maintenance	Lift Station Elimination/Rehabilitation	7,250,000
81	Utilities - Sewer	Maintenance	Sewer Line Replacements/Rehabilitation	1,750,000
82	Utilities - Sewer	Maintenance	Sewer Improvement Districts	800,000
83	Utilities - Sewer	Maintenance	Wastewater Treatment Plant Improvements and Asset Replacements	700,000
84	Utilities - Sewer	Maintenance	Sewer Capacity Projects	500,000
85	Utilities - Sewer	Maintenance	Collection System Equipment	50,000
Total Sewer				\$ 51,736,796
TOTAL CAPITAL				\$ 145,077,603



ADDENDUM NO. 1

Date: December 21, 2023
From: City of Grand Junction Purchasing Division
To: All Offerors
RE: Professional Geotechnical Engineering Services, RFP-5344-24-KF

Offerors responding to the above-referenced solicitation are hereby instructed requirements have been clarified, modified, superseded, and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Q:** Are proposals expected to encompass both geotechnical engineering and geotechnical materials testing, or can Offerors submit a proposal for either one or both services?

A: The City seeks to enter into a contract or multiple contracts, that best match the expertise and capacity for the requested services. Firms are encouraged to submit proposals even if it does not have the capacity and/or expertise for all aspects of the requested scope of services.

2. **Question:** Is it a requirement that proposals be submitted through BidNet Direct?

Answer: Yes, please reference Section 5.0: Preparation and Submittal of Proposals.

3. **Question:** Proposals are requested to not exceed 20 pages. Should resumes be included within this 20-page limit?

Answer: No, resumes will not count toward the page limit.

4. Revised Insurance Requirement per Solicitation Section 3.1. (e):

(e) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

TWO MILLION DOLLARS (\$2,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

5. Removed Insurance Requirement per Solicitation Section 3.1. (f):

~~**(f)** Technology-related errors and omissions liability and cyber liability coverage with limits of:~~

~~TWO MILLION (\$2,000,000) for each occurrence and~~

~~TWO MILLION (\$2,000,000) aggregate~~

The original solicitation for the project noted above is amended as noted.

All other conditions of the subject remain the same.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Franklin", is positioned below the word "Respectfully,".

Kathleen Franklin, Senior Buyer
City of Grand Junction, Colorado



ADDENDUM NO. 2

Date: January 2, 2024
From: City of Grand Junction Purchasing Division
To: All Offerors
RE: Professional Geotechnical Engineering Services, RFP-5344-24-KF

Offerors responding to the above-referenced solicitation are hereby instructed requirements have been clarified, modified, superseded, and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Q:** Can the Pollution Liability insurance be reduced to \$2M to be in line with the Professional Liability?

A: Yes. Revised Insurance Requirement per Solicitation Section 3.1. (c):

(c) Pollution Liability with minimum combined single limits of:

TWO MILLION DOLLARS (\$2,000,000) for each occurrence and
TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The original solicitation for the project noted above is amended as noted.

All other conditions of the subject remain the same.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Franklin".

Kathleen Franklin, Senior Buyer
City of Grand Junction, Colorado

City of Grand Junction



Professional Geotechnical Engineering Services

RFP-5346-24-KF

January 9, 2024



A.

Cover Letter





January 9, 2024

Kathleen Franklin, Senior Buyer
City of Grand Junction, Engineering and Transportation
244 7th St.
Grand Junction, CO 81501

Subject: Professional Geotechnical Engineering Services | City of Grand Junction | RFP-5346-24-KF

Dear Ms. Franklin and Selection Committee:

RockSol Consulting Group, Inc. (RockSol) is excited to present the City of Grand Junction an exceptional, local team to act as an extension of the City staff for on-call geotechnical engineering and materials testing and inspection services under the subject contract. RockSol has performed work on many projects in Grand Junction and understands the City's expectations for a consultant team. We offer the City:

◆ **Highly qualified engineers and certified materials technicians**

Our Consultant Project Manager, Dave Eller, is a Grand Junction resident and former CDOT manager with decades of experience in all forms of geotechnical engineering, materials testing, construction management, and contract administration. Our team includes professional engineers, professional geologists, certified environmental specialists, and a deep bench of certified field and laboratory technicians. Our materials testers are all certified in field and lab testing procedures for concrete, asphalt, aggregates, and soils, maintaining certifications to stay up to date with current industry standards. We also have several individuals with special inspections certifications for vertical construction projects.

◆ **Conveniently located laboratory**

RockSol's modern materials testing laboratories in Grand Junction, Thornton, Loveland, and Monument are all certified by AMRL and CCRL. Our Grand Junction laboratory can handle every testing need anticipated by this contract. RockSol is a leader in providing specialized materials testing for government agencies, including mix design verification and HMA voids testing.

◆ **Commitment to client satisfaction**

We are committed to providing superior performance and high quality geotechnical engineering and materials testing services to Grand Junction. We understand the significance of quality work for your capital improvements program. Our team is fully committed to this contract, as we have demonstrated on previous contracts with similar clients, including Montrose County, the City of Grand Junction, and Mesa County. Our Quality Management System is ISO 9001:2015 certified, undergoing an audit process focused on client satisfaction.

We appreciate the opportunity to provide this proposal. **The information contained in this proposal, including all attachments, is true and complete to the best of our knowledge. Please contact Dave Eller at 970.210.8098, via e-mail at eller@rocksol.com, or via fax at 303.962.9350, if we can be of any assistance.** We look forward to continuing our relationship with the City of Grand Junction staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Eller".

Dave Eller, PE
Project Manager

RockSol Consulting Group, Inc.

566 West Crete Unit 2 Grand Junction, CO 81505 Ph 970.210.8098 Fax 303.962.9350 Web www.rocksol.com

B. Qualifications/Experience/ Credentials



COMPANY INFORMATION

Founded in 1996, RockSol Consulting Group, Inc. (RockSol) provides engineering and construction management services to government agency clients, many with similarities to Grand Junction. We are a Colorado-based firm providing engineering services for the analysis, design, and construction of roadways, bridges, vertical structures, retaining walls, pavements, and foundations. Our full capabilities include geotechnical investigations, pavement design, structural engineering, roadway design, environmental services, traffic engineering, construction management, inspection, and quality assurance materials testing services. For over 20 years, RockSol has built its reputation on providing top quality services to all our clients throughout Colorado.

Our core values of **responsiveness, flexibility, and high quality of work** result in superior service to our clients. We look forward to providing Grand Junction with the same high level of service. We are dedicated to serving as an extension of your staff for the duration of this contract and will prioritize responding to the needs of the City.

FIRM LOCATIONS:

WESTERN SLOPE OFFICE:

566 W Crete Circle, Unit 2
Grand Junction, CO 81505
970.822.4350

DENVER METRO OFFICE (HEADQUARTERS):

12076 Grant Street
Thornton, CO 80241
303.962.9300

SOUTHERN COLORADO:

732 Synthes Ave
Monument, CO 80132
719.481.1700

NORTHERN COLORADO OFFICE:

6865 Sherman Street
Loveland, CO 80538
970.663.0041

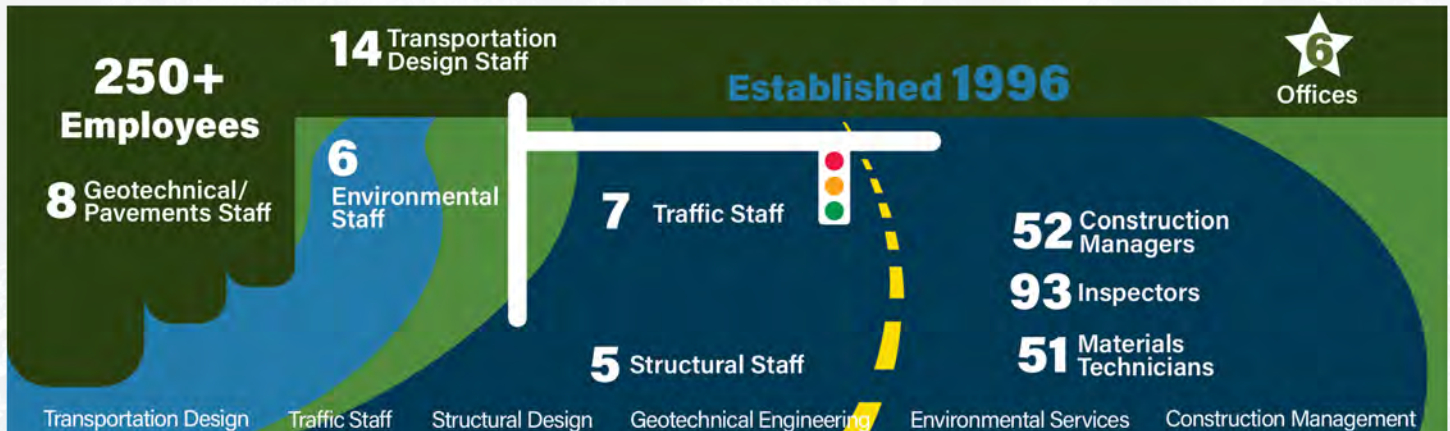
3917 Outlook Boulevard
Pueblo, CO 81008

ROCKSOL SERVICES

Roadway Design	Project Management
Trail Design	Public Involvement
Highway Engineering	Hydraulic Design
Program Management	Local Agency Coordination
Specification Development	Pavement Design, Evaluation & Testing
Bridge/Structure Design	Constructability Review
Geotechnical Engineering	Construction Management
Environmental Services	Construction Inspection
Traffic Engineering	Field and Laboratory Materials Testing
Signing and Pavement Marking Design	Utility Coordination
Construction Phasing	Design Plan Review

ADDITIONAL SERVICES

Soils/Hydraulic/Hydrology Investigation
Slope Stability Analysis
Settlement Investigation
Geologic Hazards Assessment
Stormwater Design
Engineering Management
Reporting
Peer Review
Schedule Review
Cost Estimating



CAPACITY AND CAPABILITY

Ability to Respond to Requests

RockSol’s approach is focused on providing our clients with responsive, high-quality services. We are committed to excellence in quality and in client services. RockSol is known for our rapid response to on-call requests, within hours, if necessary, as we have demonstrated on past on-call service contracts. We have qualified and experienced personnel to provide all services required under this contract. **Every work order will be managed and supervised by our Project Manager, Dave Eller, and all the personnel assigned to the work orders will be experienced, qualified, and certified in their field.**

Full Service Engineering

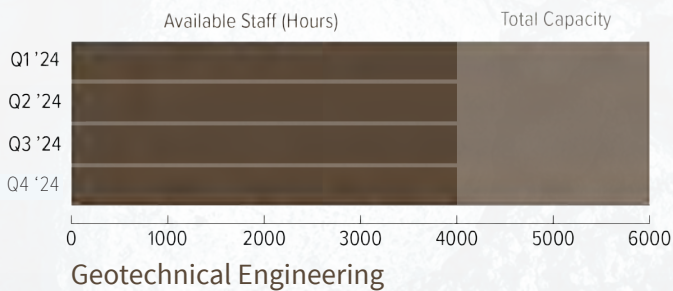
RockSol’s full engineering staff covers all areas of relevant scope, including structural engineering to support geotechnical engineering work and specialty inspection services. Our structural team has provided design for retaining walls and other structures. Our specialty inspection team has relevant project experience and is experienced with conformance logs and building permit requirements.

Flexible and Responsive Staffing

Dave will work with the City to carefully assemble a team based upon each individual projects needs. As schedules change, RockSol is able to scale up with qualified personnel or scale down to meet any schedule. We are always looking for ways to improve efficiency on every project.

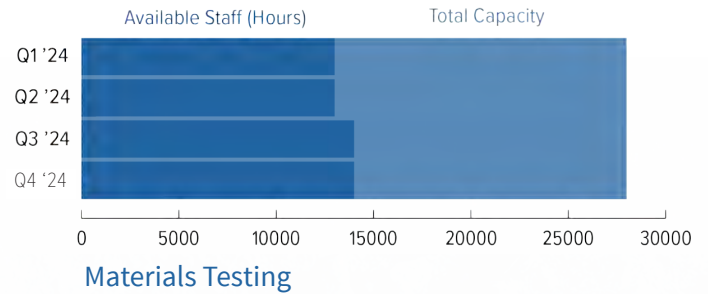
Firm Capacity

RockSol currently employs over 200 construction managers, inspectors, and testers. Specifically in the Grand Junction office, there are 15 construction managers, inspectors, and materials technicians. These employees all live locally and take great pride in providing a quality service in their local community. These employees not only work hard to ensure quality in local construction projects, but they also work hard to develop professional relationships with the client and contractors. We take great pride when the client, or contractor, tell us that they know we will always be there to get the job completed, and they believe that we will always provide honesty and integrity in our work.



The graph above shows RockSol’s available capacity through Q4 2024 for Geotechnical Engineering services, with 4,000 personnel-hours (almost 7 full-time equivalents) fully available for 1st quarter 2024. RockSol has ample staffing to tackle any assignment under this on-call contract, with available

staff ready to meet the needs of any project, including those running concurrently.



The graph above shows our complete team’s available capacity through Q4 2024 for Construction Inspection and Materials Testing services, with 13,000 personnel-hours (approximately 25 full-time equivalents) fully available for 1st quarter. Our capacity increases each quarter after the first.

Materials Testing and Geotechnical Services

RockSol offers a wide range of materials testing capabilities for the construction needs of Grand Junction projects. These capabilities range from soil and aggregate tests to the most complex tests needed for the job. Materials testing services are performed to ensure that the materials and workmanship conform to the plans and specifications. RockSol’s materials testing technicians are cross-trained in field and laboratory materials testing and have successfully completed assignments on numerous CDOT and local agency construction projects of all levels of complexity. Our technicians are familiar with the importance of the adherence to Quality Assurance/Quality Control programs and the accurate, timely documentation of all test results and related activity. All our technicians are certified for soils, concrete, and asphalt testing (WAQTC, ACI, and LabCAT respectively) as required on CDOT and City projects.

Our materials laboratories in Grand Junction, Thornton, Monument, and Loveland are certified by AMRL and CCRL (ASTM and AASHTO) and are capable of performing soils, aggregate, concrete, and asphalt testing. Laboratory testing is performed in accordance with required industry and regulatory standards and procedures, including ASTM, AASHTO, and ACI.

Not only are we an accredited AMRL and CCRL lab facility, but each year RockSol also completes CP10 accreditation with CDOT which involves an inspection of our lab facility and equipment to verify we are able to provide testing services on any CDOT oversight project. RockSol is known throughout Colorado as the premier provider of HMA Superpave Gyrotory and voids testing services. In 2023, the RockSol Grand Junction lab completed HMA voids acceptance testing on over 100 samples for City of Grand Junction and Mesa County projects alone. In the last 3 years RockSol is the only consultant that CDOT Region 3 has utilized to manage their Region Voids Acceptance Lab, as they have trust and confidence in our expertise in this specialized testing.

Bill Schiebel, Don Hunt, and Jay Goldbaum have a combined total of almost 90 years of experience in pavement management, program management, and materials engineering, design and construction of statewide pavement networks ranging from interstate highways to very low volume roads. Our RockSol

experience includes optimizing pavement treatments across lower volume pavement networks to ensure condition is maintained and to treat the most possible miles within constrained program budgets. We can assess both site specific and network-wide pavement conditions to direct pavement construction and funding that combines both surgical, localized treatments with more lengthy thin wearing surfaces and conventional paving.

RockSol has expertise in network pavement data collection, condition evaluation, asset management, treatment selection, design, materials specification, construction quality, acceptance, and documentation to deliver successful pavement management systems and construction projects. RockSol's pavement management strategy assigns the highest priority to pavement work that is necessary to maintain roadway safety for the motoring public while maintaining a focus on timely use of lower cost preventive maintenance and preservation treatments that are proven to keep roadways in good condition over the long term.

RockSol maintains working relationships with numerous geotechnical drilling contractors. We currently work regularly with four Western Slope drilling firms, allowing flexibility in schedule to meet project needs.

Slope Stability Analysis

As a former CDOT employee, manager, and rockfall specialist, Ty Ortiz understands the complexities associated with geohazard projects from budget constraints to right-of-way, environmental, and historical clearances. Field visits and data collection along with researching available literature of a site is critical to understanding the geomorphology of a site and the associated hazards.

To evaluate rock slope stability, we employ methods such as kinematic analysis and rockfall modeling which are vetted by experienced personnel, but it can be easy to overestimate rock rolling energies associated with rockfall modeling programs. We have performed dozens of slope analyses and will use our experience to ensure proper analysis and interpretation of slope data and slope stability.

Municipal and CDOT Experience

RockSol has performed geotechnical engineering, and quality assurance materials testing services on projects for the City of Grand Junction and adjacent local agencies, FHWA, and CDOT Region 3. Our team understands the specifications, policies, and procedures that will ensure each project under this contract reaches successful conclusion. Our experience with state/federal-aid project requirements, including the CDOT Region 3 Local Agency methods enables RockSol to provide comprehensive services regardless of the funding source. This adds up to a knowledgeable team that can act as an extension of Grand Junction staff.

“The entire RockSol staff went above and beyond to provide information and document the work in a timely and skilled manner and helped the whole team with a contractor that pushed production to an extremely fast pace. The project was completed ahead of schedule, and under budget.”

Grant Anderson, PE
Resident Engineer, CDOT R3

“I very much appreciate the professionalism demonstrated by you and the rest of the RockSol team in gathering the information and preparing the report. The recommendations provided will play a large part in our efforts to effectively maintain the County's road network.

Completing the project under budget is an added bonus and I intend to take you up on the offer for additional services. We will be in touch as we prioritize our projects and identify the area/project in which we most need your expertise.”

Stoy Streepey, PE, CFM
County Engineer, Clear Creek County

RockSol understands that many projects contain federal funding and have CDOT oversight, so our materials technicians are well-versed in completing Form 250 (Owner Acceptance Sampling and Checklist), Form 379 (Independent Assurance Testing Schedule), and any other required documentation to meet CDOT standards.

Dave's former CDOT experience is invaluable on projects requiring CDOT oversight. He understands the processes and procedures, specifically with the CDOT R3 Local Agency Unit. When projects have blended funding, Dave can assist the City to ensure all requirements are met. Lisa Froshaug with the City of Grand Junction has commented favorably on Dave's work to help her navigate the process on projects. Most of our staff have CDOT experience and can leverage that past experience to ensure the City that there will be no documentation concerns down the road.

Experience with On-Call Type Contracts

RockSol has experience with numerous annual or indefinite quantity work order contracts for local, state, and federal agencies. References for some of these contracts are listed below:

- CDOT Western Slope Materials Testing NPS | Coulter Golden, PE | 970.901.7530 | coulter.golden@state.co.us
- City of Grand Junction On-Call Geotechnical Engineering | Ken Haley, PE | 970.244.1543 | kennethh@gjcity.org
- Mesa County QA Testing and Inspection | Laura Page | 970.255.5031 | laura.page@mesacounty.us
- CDOT Front Range Materials Testing NPS | Craig Wieden, PE | 303.398.6501 | craig.wieden@state.co.us
- City of Englewood General Engineering and Geotechnical On-Call Services | Timothy Hoos | 303.762.2503 | thoos@englewoodco.gov
- City of Boulder On-Call Geotechnical & Materials Testing Services | Greg Seabloom | 303.652.7703 | seabloomg@bouldercolorado.gov

RockSol has held many of these contracts for multiple cycles, demonstrating the quality of our work and our responsiveness to our clients.

Schedule Management

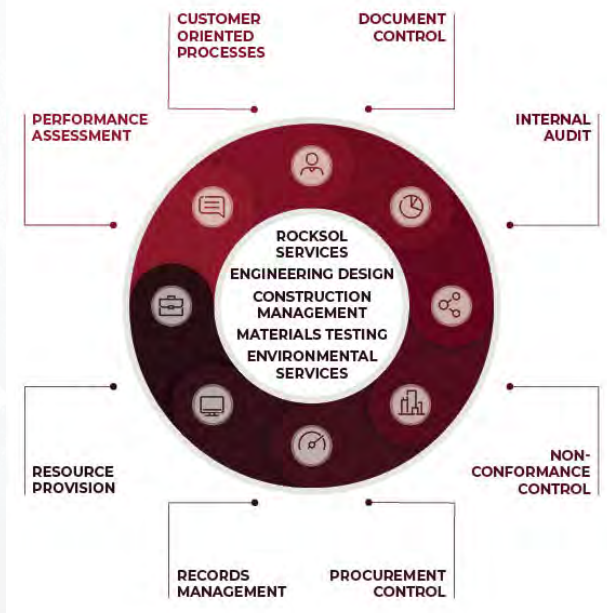
Managing Work to Meet Schedules | Meeting project schedules is Dave's main task. He has extensive experience in scaling staff up and down to meet project workloads based on the Contractor's schedule or City's design schedule. The team's depth of experience will allow our staff to complete work in a timely manner, without delay. Our depth of resources allows us to assign personnel to meet the schedule of operations and accommodate emerging or urgent needs at any time.

Dave recognizes the importance of developing realistic schedules. While developing the Scope of Work for geotechnical investigations, he will develop a schedule of critical tasks to ensure time lines are met and expectations are clear. As an example if the client needs to accelerate a schedule, Dave can look at options for using a different drilling vendor. He can then prepare alternatives for both delivery times and cost differences for the client to consider.

Quality Controls

As a quality-conscious organization, RockSol strives to provide the highest quality service to all clients. We are committed to excellence with an emphasis in quality assurance for all disciplines of service offered to the City of Grand Junction. Our reputation is built on our dedication to exceeding our client's expectations.

- We strive to understand each individual work order goal, and



clearly define the budget, scope, and schedule.

- We staff qualified, experienced individuals who are thoroughly familiar with the specific design elements of the project and the client processes.
- We provide effective project management, including tracking progress against schedule and budget, and responding rapidly to client needs.
- We endeavor to communicate regularly and effectively with clients and staff to control consultant costs.

- We utilize our Quality Management System to ensure high-quality services that conform to contract specifications.

We have earned ISO 9001:2015 certification, demonstrating our commitment to quality.

Quality Management System (QMS) | RockSol utilizes a comprehensive QMS to ensure that our services meet or exceed client expectations and that our work is completed correctly the first time. To ensure work is performed in a cost-effective, documented, and controlled manner, the QMS incorporates our Quality Assurance/Quality Control (QA/QC) program with a focused look at customer satisfaction, planning, and integration into our work processes.

Cost Control Management

Controlling Consultant Costs | RockSol is committed to providing clients with quality projects—under budget and on time—and to keeping them informed of costs-to-date. Dave has extensive experience in controlling construction management costs and utilizing Cost Projection Reports, which track charges and compare the budgeted amount against actual expenditures. On a weekly basis, he will review and manage time to ensure efficient and effective use of resources. Prior to submittal, Dave will review monthly invoices and progress reports for accuracy.

As the Project Manager, Dave takes great pride in establishing a transparent budget and estimate before the work begins and diligently tracks the numbers to ensure projects stay on budget. He understands that local municipalities are often limited in their resources and budget surprises can derail a project. Dave has delivered over 100 on-call task orders with the City of Grand Junction, and he is always successful in on-time, on-budget delivery.

Controlling Project Costs | During the materials testing and geotechnical investigation process, we can identify any issues that could lead to cost increases and communicate these to Grand Junction project staff. Based on our experience, we can suggest alternate solutions that may be more cost effective while achieving the expected high quality. During projects, we will work with the City project managers to identify problems early to help avoid contractors' claims. We will work with the City and contractors to minimize quantity overruns and other issues affecting cost, quality, or schedule through teamwork and the enforcement of specifications.

PERSONNEL QUALIFICATIONS

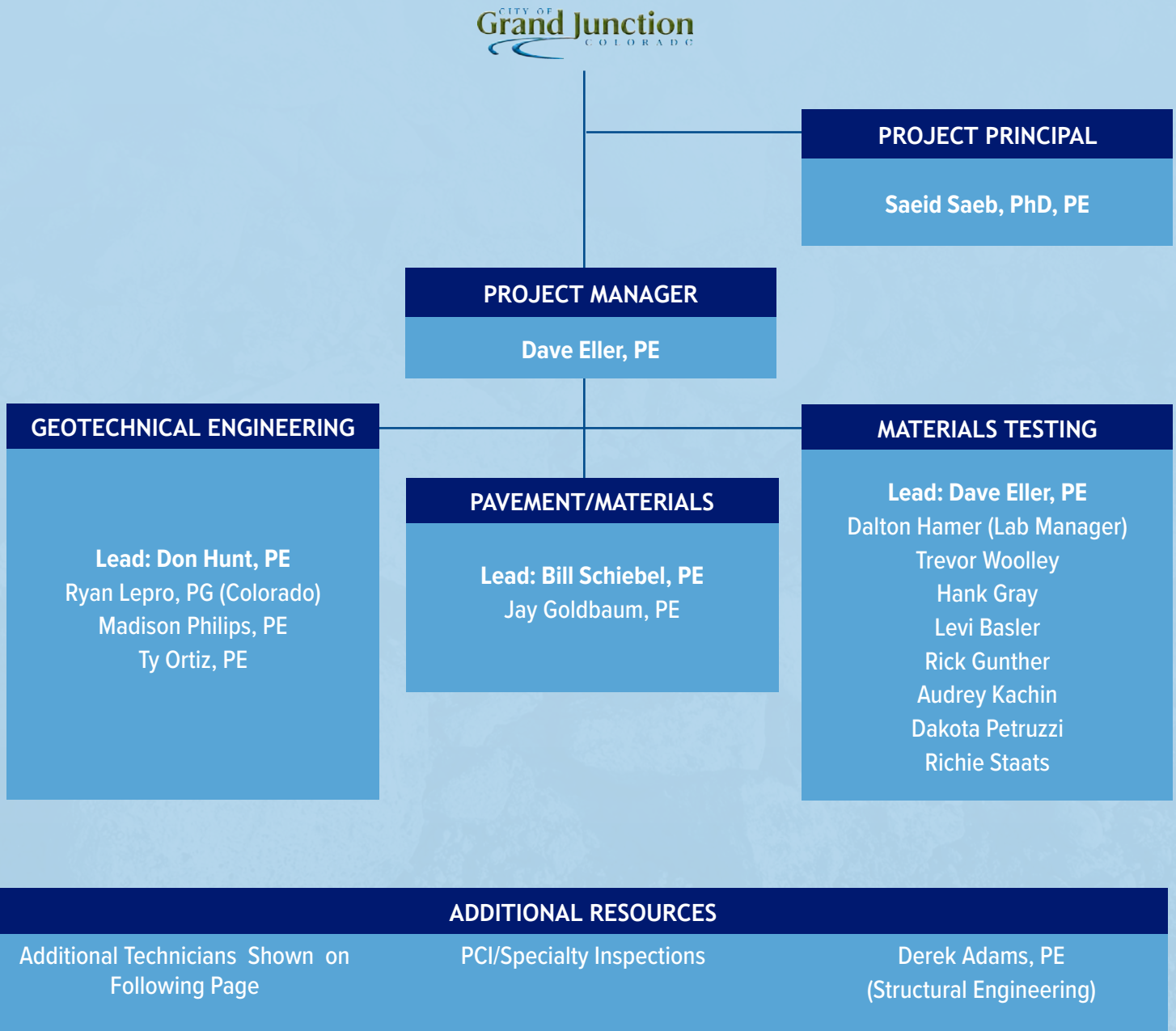
RockSol has assembled an experienced, complete team that will provide the City of Grand Junction with high quality geotechnical engineering and materials testing services under this contract.

ORGANIZATIONAL CHART

Saeid Saeb will serve as project principal, and will continue to build relationships with the City of Grand Junction and draw on his relationships with CDOT Region 3. He will regularly check in with the team and client to make sure needs are being met.

Our team is led by Dave Eller as the primary project manager.

Our Geotechnical and Pavement teams will be led by Don Hunt, PE and Bill Schiebel, PE, respectively, who are also available to manage any projects for their discipline.



	Years Exp.	Firm Exp.	CDOT Core	TECS	Traffic Control	CAPA A & B	CAPA C	CAPA E	CAPA I	ACI Field & Strength	ACI Lab	Concrete Inspector	Nuclear Gauge	WAQTC	CDOT TETP	IBC Special Insp.	SI 84C Masonry	SI 84P Masonry	SI 47 Reinforced	SI 86 Fireproofing	S1 Structural Steel and Bolting	S2 Structural Welding	ACI Masonry	Master of Special Inspector	Commercial Building Inspector	
Dalton Hamer	5	5	✓		✓	✓	✓	✓	✓	✓		✓	✓	✓										✓		
Trevor Woolley	29	1		✓	✓	✓			✓	✓		✓	✓	✓		✓										
Hank Gray	5	2	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓		✓						
Levi Basler	3	3	✓		✓	✓	✓			F			✓	✓	✓											
Rick Gunther	19	2	✓		✓	✓	✓	✓	✓	✓			✓	✓	✓	✓								✓		
Richie Staats	1	1				✓	✓			✓			✓	✓												
Dakota Petruzzi	1	1	✓		✓	✓	✓	✓		F			✓	✓												
Matt Sias	1	1	✓			✓	✓				✓	✓	✓	✓		✓			✓							
Dennis Compton	35	4				✓	✓	✓	✓	✓			✓	✓												
Erin Madigan	3	3	✓	✓	✓	✓		✓		✓	✓	✓	✓	✓												
Mason Barnes	9	9			✓	✓	✓	✓	✓	✓		✓	✓	✓	✓											
Tyler Elorriaga	9	7	✓	✓	✓	✓				✓		✓	✓	✓	✓											
Andy Hieber	11	9	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓											
Henry Ochoa	24	15	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓											
Alex Millet	7	3	✓	✓	✓	✓	✓			✓	✓	✓	✓	✓												
Ivan Barrios	3	2	✓	✓	✓	✓				F		✓	✓	✓	✓											
Blake Stocker	4	4	✓			✓	✓			✓			✓	✓	✓											
Ryan Foster	2	1				✓	✓			F			✓	✓												
Beatrice Eller	4	4		✓		✓	✓			✓					✓											
Audrey Kachin	2	2	✓			✓	✓			✓		✓	✓	✓												
Paul Granahan	23	2	✓	✓	✓					F		✓			✓	✓	✓									
Robert Coloroso, PE	9	7	✓		✓				✓	F		✓	✓	✓		✓	✓	✓	✓		✓	✓		✓	✓	

ADDITIONAL QUALIFICATIONS

Our team includes 6 Professional Engineers specializing in geotechnical engineering, geohazards, and pavement design. To support these, we have a structural engineering group with Professional Engineers and Engineers-in-Training and an environmental services group, led by Lauren Gentile who holds both the Project Management Professional and the Environmental Sustainability Professional certifications.

We have staff with a variety of IBC Certifications to provide special inspections such as masonry, reinforced concrete, and fireproofing. If a project requires specialty inspections such as welding, Dave coordinates with a qualified vendor that is properly certified to complete these inspections, such as Thunder Mountain Testing. During the construction phase, RockSol maintains a conformance log for all specialty inspections, ensures any non-conformance items are properly addressed, and provides a letter to the Mesa County Building Department at close out and verifies that all specialty inspections were completed and have met the requirements of the building permit. RockSol has successfully provided this service on projects such as Lincoln Park Expansion and Pear Park Fire Station #8.

RockSol also has 3 staff with PCI Level 1 certification, of which also have 2 PCI Level 2 inspection capabilities. On the 24&G Road Bridge Project, RockSol PCI inspectors generated a formal inspection program to perform at the pre-cast yard and addressed any deficiencies in the pre-cast process prior to the girders being shipped to the project.

C.

Strategy and Implementation Plan



UNDERSTANDING OF SCOPE

Services

RockSol has the proper staff, equipment, and fully accredited laboratories to successfully deliver all services listed under the scope of work. These services include:

- Administration, Support, & Project Management
- Geotechnical, Structural, Civil Engineering
- Soils, Hydraulics, Hydrology Investigation
- Pavement Design Evaluation

- Slope Stability Analysis
- Settlement Investigation
- Geohazards Assessment
- Construction Inspection/Special Inspection

Materials testing services are expected to include:

- Concrete/Grout
- Soils
- Asphalt mixtures and surface treatments
- Aggregates

Below are the typical steps taken for development of an On-Call Workplan for geotechnical services.

- The PM will discuss the project scope with the City and identify geotechnical requirements.
- The PM will prepare a program to perform a subsurface investigation to obtain information on the subsurface soil, groundwater, and bedrock conditions for proposed structures, retaining walls, embankment, and new pavement construction and implementing the program to collect soil samples for laboratory testing. Sampling is typically accomplished with geotechnical drill rigs or with test pits.
- Our team will field mark proposed borehole or test pit locations, schedule utility clearances for sample locations, develop traffic control plans, and obtain necessary right-of-way or right-of-entry permits for the sampling program.
- Project staff will perform geotechnical field investigations, conduct soil laboratory tests, and analyze the data collected.
- We will evaluate geotechnical conditions encountered.
- The PM will coordinate with structural team members to provide foundation recommendations and alternatives for bridge and retaining wall designs.
- Project staff will conduct pavement thickness design analyses, including alternative pavement sections.
- We will produce reports presenting project information, a summary of field and laboratory data, descriptions of geological hazards, recommendations for geological hazard mitigation, geotechnical recommendations for proposed elements which could include structure foundations, retaining walls, embankment construction, utility construction, and pavement design.

PROJECT UNDERSTANDING

RockSol is familiar with and has experience in all types of projects that could be encountered under this contract including typical roadway construction, building and vertical construction, utility projects, and City maintenance projects. We have experience with work items on all of these types of projects, and understand that each of them possess unique challenges. For example on a vertical building project there is most often an Engineer of Record (or Architect) that we need to coordinate with as well as the City PM. For these projects the EOR needs to be involved with any non-conformance item. On City maintenance projects we often provide support on submittal reviews, such as concrete or HMA mix designs.

RockSol has reviewed the list of capital projects supplied as part of the RFP, and are familiar with many of those projects as part of our work under the existing contract. We recognize the major projects such as:

- **F.5 Road Parkway**-RockSol performed the geotech investigation and reviewed the advertised plans and specs and prepared a draft SOW, testing schedule, and cost estimate in advance to be prepared to provide the appropriate materials testing support.
- **Horizon Drive & G Road Project**- RockSol has completed the geotech and pavement design and understands the required materials testing support that will be necessary for this roundabout project.

- **PWWT Facility Expansion Project**- RockSol performed the geotech investigation and have prepared a draft SOW, schedule, and estimate for testing and special inspection support.
- **Fire Station #7**- RockSol completed the geotech investigation and have generated a draft geotech report.
- **Matchett Park CRC Project**- RockSol is currently preparing the geotech report for this large project and we recognize the complexity in future testing and specialty inspection that will be required.

Approach to Geotechnical Engineering

RockSol has experienced staff in geotechnical, materials, and pavement design and management that add value to all projects from the earliest stages of field investigation through the final construction of cost-effective, durable projects. Our policy of only representing owner-agencies (cities, counties, states, and federal agencies) ensures our focus is aligned with Grand Junction's mission to complete safe, budget-friendly, and long-lasting infrastructure projects.

The geotechnical work includes conducting subsurface investigations and performing designs for foundations, pavements, and preparing and reviewing material mix designs. Additionally, work in this division would include materials testing services.

RockSol provides a full range of traditional geological and geotechnical engineering services. Our staff is experienced

in and knowledgeable about all types of field procedures to characterize subsurface conditions, ranging from conventional methods, such as drilling and sampling, to geologic mapping and geophysical testing. Providing services for all phases of civil engineering projects, we perform geotechnical studies including site investigation, field exploration, geologic mapping, and field and laboratory materials testing. Our personnel provide preliminary and final design services for shallow and deep foundations, piles, piers, and retaining walls. RockSol's geologists and geotechnical engineers provide comprehensive geotechnical engineering services to assess the stability of rock and soil slopes. We also design excavation support systems and provide expertise in the area of soil improvement methods, geotextiles, soil nailing, rock dowelling, rock bolting, and grouting. Our engineers bring comprehensive knowledge of pavement design methods and provide our clients with the best design to meet their needs.

The RockSol team has extensive pavement investigation experience for a variety of rural and urban corridors, large parking areas, and subdivisions. Clients have included Federal, state, county, and municipal agencies. The RockSol team has completed pavement investigations for new construction and rehabilitation, as well as forensic pavement analyses to determine the causes of roadway deterioration.

Our team employs state-of-the-art analysis methods for the evaluation of current pavement conditions as well as pavement design for new roads or reconstruction projects, including mechanistic pavement design principles to determine the distresses developed in the pavement structure due to traffic loading and environmental conditions. Our team also utilizes pavement back-calculation programs to obtain estimated resilient modulus values of the pavement layers from falling weight deflectometer testing (FWD) for use in pavement design. We employ extensive experience in providing recommendations for roadway reconstruction, reclamation, recycling, resurfacing, and preservation treatments. The design team utilizes a thorough approach to pavement investigations, including

performing a full subsurface investigation and pavement distress analysis, followed by laboratory testing, and then pavement analysis and design according to Grand Junction requirements. RockSol is experienced in all standard methods of geotechnical sampling, testing, and analysis, and will conduct geotechnical lab testing in our AASHTO-accredited laboratory in Grand Junction. We will also utilize third-party specialty labs if necessary, to ensure for timely testing and reporting on all Grand Junction work.

RockSol has an unparalleled depth of knowledge that can be utilized for troubleshooting issues such as failing materials properties, changed or unexpected soils conditions, and pavement failures. Dave can draw on his past experience and act as a resource to help City project staff understand when and why materials properties might not be meeting specifications. He often can foresee problems before they become a major issue and help advise the client on ways to mitigate these issues. Whenever there are unique challenges with pavement designs or geotechnical issues that need additional support, Dave will immediately engage our staff experts from the pavement unit or geotechnical unit to assist.

Approach to Materials Testing

RockSol has provided materials acceptance testing and documentation for twenty plus years on a wide variety of architectural and engineering projects to Federal Highway Administration (FHWA), CDOT, municipalities, and county agencies; completing over 1,000 quality projects with a range of complexity including interstate highway construction, major arterials, rural roadways, city streets, forest roads, structures, drainage systems, bridges, light rail, multi-story buildings, retaining walls, underground excavations, and other earthen structures.

Our material technicians and engineers provide testing and assessment during subgrade preparation, pavement construction, foundation, girder fabrication, and structural components and always follow proven established

Equipment, Tools, and Software for Engineering and Testing

Complete Soils & Aggregate Testing Equipment	Complete Asphalt Testing Equipment
Proctor Molds and Hammers	RICE Equipment
Soil Classification (Atterberg & Gradation)	Asphalt Content (Ignition Furnace & Nuclear ACG)
Nuclear Moisture Density Gauge	Temperature (Probe Thermometer & I.R. Gun)
Aggregate Sampling & Splitting Equipment	Asphalt Moisture Content (Forced Draft Oven)
Complete Concrete Testing Equipment	Asphalt Sampling & Splitting Equipment
Air Meter	Bulk Specific Gravity Equipment for Core Testing
Slump Cone	Nuclear Moisture Density Gauge
Thermometer	Forms
Cylinder Molds	CDOT Forms (To be utilized whenever required)
Hydraulic Concrete Compression Break Machine	Rocksol Forms, City of Grand Junction Forms
Concrete Sampling & Splitting Equipment	Geotechnical Software
	GeoStudio SEEP/W, GeoStudio SIGMA/W, GeoStudio SLOPE/W, SoilWorks, AASHTO M-E Design, MSEW, GRLWEAP, Slide2.0

protocols for conducting inspection, materials testing and documentation before, during, and after active project construction activities. Our construction services department has over 150 construction services professionals experienced in construction management, inspection, and **lab and field material testing.** Our seasoned staff are also capable of providing construction materials expertise and insight during the design and bidding phase of a project and then transitioning to the field to complete the construction.

On-call contracts, especially for field materials and geotechnical testing services, require firms to be immediately responsive to the client. We routinely provide dependable and accurate testing, volumetric laboratory testing, and IAT support upon request. RockSol has a long history of reliable service to our clients by having local staff ready to mobilize at a moment's notice. RockSol takes great pride in knowing that for the last 4 years we have always been able to meet the testing needs for the City of Grand Junction and have never been unable to provide staff, even in times of short notice. We operate full-service offices and laboratories to meet our clients needs. RockSol typically is able to turn around lab tests within 24 hours, and will be in constant communication with the City on all testing results.

To complement our lab facilities, we retain quality staff members and provide local experience and presence in our Grand Junction office. Our materials and geotechnical engineering staff also are available with nationally-recognized experience to provide rapid and effective pavement, materials, and construction site support if needed.

RockSol understands that many projects contain federal funding and have CDOT oversight, so our materials technicians are well-versed in completing Form 250 (Owner Acceptance Sampling and Checklist), Form 379 (Independent Assurance Testing Schedule), and any other required documentation to meet CDOT and City standards.

We value and manage quality internally. Our Senior Field Technicians implement standardized materials books across all projects, and they perform at least monthly quality reviews which include testing documentation and daily diary checks. Our reviews and reports ensure timely submission of final Materials documentation.

Our approach to construction inspection and quality assurance materials testing is designed to ensure the City of Grand Junction's needs are always met. Assigned staff members are always fully committed to their project assignment. RockSol follows a basic 3-step path to guarantee success for all of our construction management projects.

1. Reviewing Plans and Specifications

The RockSol team understands the importance of reviewing plans prior to beginning various operations to garner a thorough knowledge of the upcoming work. This review also helps to identify where key challenges may occur, preventing critical issues from developing into major problems.

2. Coordinate with City Staff and Stakeholders

After the initial review, our team will meet with the City of Grand Junction project manager to coordinate and schedule the

required work. Our ultimate goal is to serve as an extension of the City, and, if requested, we can facilitate coordination with other City staff members, including the traffic, engineering, and environmental disciplines. This potential facilitation includes meeting with City staff to resolve any problems or questions resulting from the review of the project plans and establishing expectations to ensure all City department voices are heard. We also have extensive experience meeting with stakeholders, including other affected municipalities, utilities, adjacent businesses, and residents, to ensure project communication is disseminated in the most effective way possible.

3. Participate in Preconstruction Activities and Attend Progress Meetings

Our assigned testing staff members will attend the preconstruction, pre-paving, and all other pre-work meetings along with progress meetings and any other key meetings. We understand that the City of Grand Junction businesses and residents require a high level of transparency regarding transportation and utilities projects and are prepared to provide superb public outreach, as we have done on past projects.

Most importantly, RockSol is committed to maintaining continuity on each project by keeping the same personnel and the same testing equipment on the job from start to final acceptance.

By the nature of on-call testing it is inevitable that multiple technicians may be needed at any time during the duration of the project. Dave makes great efforts to minimize any variability in staffing. At the beginning of each project a lead technician is identified and "assigned". Dave provides that contact prior to each project beginning and that technician serves as the primary contact for the duration of the project. If for some reason this lead technician changes during a project, notification is provided of who the new lead technician will be for the remainder.

Utilizing the same testing equipment throughout the entire job ensures consistency in test results from start to finish. Maintaining consistency in staff develops long-term relationships with the City of Grand Junction staff and contractors, allowing enhanced project coordination and continuity.

All of our materials testers have extensive experience with a wide range of transportation projects. Our personnel are highly familiar with a variety of agency processes, procedures, and requirements, and will work to ensure conformity with plans and specifications for all construction elements. Our testing personnel have served on numerous projects and their materials books have been audited by CDOT and FHWA, earning commendations for their accuracy and thoroughness.

RockSol has refined testing schedules for municipal projects that helps ensure transparency in how cost estimates and testing frequencies are developed. This schedule is developed by taking the advertised plans and specifications, specifically the bid schedule of items, and developing a testing schedule that is based on City of Grand Junction Minimum Materials Sampling and Testing (Table 401.23-1). In addition, when a project has CDOT/FHWA oversight, Dave prepares this testing schedule

in a manner that not only meets the City of Grand Junction testing requirements but will also take into account the testing requirements defined by the CDOT Field Materials Manual to ensure that the testing will also meet or exceed all CDOT/FHWA requirements. This effort is completed for every project and helps demonstrate transparency and sets expectations for the RockSol team to ensure that minimum testing is achieved on every project. This base document is also a valuable tool to help track any type of change orders or added work that results in additional testing needs.

Our Head Tester, Dalton Hamer, will conduct final reviews of materials books on projects to ensure that all work meets the City of Grand Junction's standards.

Equipment Capabilities

RockSol has a proven ability to provide material testing, geotechnical, and pavement design services in a format consistent with any client's requirements. Our team is thoroughly familiar with a range of standards and practices.

Our personnel are always supplied with the equipment necessary to perform their project duties. Our materials testing technicians will be furnished with full sets of concrete, asphalt, and soils field equipment, including moisture density and asphalt content gauges. In addition, RockSol maintains a stock of supplies dedicated to testing projects (including forms, manuals, cylinder molds, sample containers and emergency replacement equipment) for testing.



Below are the typical steps taken for development of an On-Call Workplan for testing. This is a process that RockSol has used successfully on past projects, but we understand that the City of Grand Junction's policies and procedures take precedence, and we will follow either City or CDOT guidelines, as applicable.

- The City of Grand Junction contacts RockSol with a request for services on an upcoming project.
- The PM will review the Plans, Specifications, and Summary of Approximate Quantities to gain familiarity with the scope of work needed.
- RockSol will develop a testing and inspection schedule and frequency based on the project quantities in a format similar to CDOT Form 250 or equivalent as appropriate. This will typically follow the Local Agency Schedule or CDOT FMM for random sampling. All testing will be in accordance with CDOT, ASTM and AASHTO standards.
- The PM will develop a draft cost work sheet with expected time commitments to meet the testing frequency and provide that to the City of Grand Junction for review and acceptance.
- A tester will be assigned to the project to complete the tasks assigned. Our tester will attend all requested meetings such as project pre-construction meetings, daily or weekly project briefings, safety meetings, etc.
- The assigned tester will provide all forms, summary sheets, source documentation, project diaries and test results daily, as well as all hourly timesheets weekly to the project engineer if requested.
- Project Personnel will report any materials found to be out of compliance with the specifications typically via phone call or email, and distribute the CDOT Form 626 to the Project Engineer and contractor immediately on Local Agency projects and follow up within 12 hours of the failing result.
- If the project is CDOT or FHWA funded, with associated oversight, the tester will schedule and document all required Independent Assurance Tests for projects in accordance with Form 379.
- On CDOT/FHWA projects, all required certificates of compliance (COCs), certified test reports (CTRs), approved products listings (APLs), and pre-inspection items will be documented in the project materials books before the item is paid on the monthly estimates.
- All testing documentation will be summarized and provided in accordance with AASHTO, or if applicable, City of Grand Junction standards and procedures. Typically, testing and inspection reports are provided daily for acceptance purposes, but all final project documentation will be categorized and provided in a summary format and kept up to date and available for review at any time during the project.
- If requested the head tester will perform interim reviews of all documentation to assure the schedule is being met and any changed conditions or requirements are being properly addressed, as recommended by our Quality Assurance process.
- Typically, the final project documentation is completed and submitted to Grand Junction within 10 days of the project acceptance. If needed, this final documentation will be stamped and sealed by the professional engineer, Dave Eller.

D.

References



RELEVANT PROJECTS AND REFERENCES

RockSol has significant relevant project experience that has prepared us for the work we anticipate on this contract. Our staff members are dedicated to completing this contract successfully, bringing experience from a variety of projects. These projects have included materials testing and documentation, geotechnical investigations and engineering, pavement design and engineering, and adherence to Local Agency standards. Our key staff members have worked on projects together, all of which were closely coordinated with our clients to ensure quality, schedule, and budget expectations were met and achieved.

	PROJECTS					
	Mesa County On-Call	GJ On-Call	City of Boulder On-Call	24 & G Road Phase II	Mesa County 34.F9A Bridge	US 550 Chipeta Road Signalization
Materials Testing	✓	✓	✓	✓	✓	✓
CDOT Documentation	✓	✓			✓	✓
Geotechnical Engineering	✓	✓	✓	✓	✓	
Pavement Design	✓	✓	✓	✓	✓	
CDOT & Federal Coordination	✓	✓			✓	✓

MESA COUNTY ON-CALL QA TESTING SERVICES



Laure Page, Engineering Division Director, Mesa County Public Works | 970.255.5031 | laura.page@mesacounty.us

Contract: 2020 - present

Contract Amount: \$150,000/year

Project Manager: Dave Eller

Project Staff: Dave Eller, Dalton Hamer, Hank Gray, Rick Gunther, Matt Sias, Trevor Woolley, Dakota Petruzzi

PROJECT DESCRIPTION

RockSol currently holds an on-call quality assurance materials testing contact with Mesa County. Under this contract, RockSol has been providing asphalt and paving testing at various locations throughout Mesa County. Some of these projects include:

- 2022 Overlay Program
- G.8-39.1 Bridge Rehabilitation
- Cameo Roadway Improvements
- 22 Road, I to J Road Bridge Replacement
- SH 141 Springfield Intersection
- Gateway Wastewater Treatment Plant Improvements
- 18.5-K.99 Bridge Replacement
- Bosely Wash Concrete Pavement Cleanout
- Clifton 1st Street and Grand Avenue
- Landfill Access Roads Improvements
- 29 Road Landslide Geotechnical Investigation
- Independence Valley Pavement Design
- North River Road Phase 1
- 2021 Overlay Program



Construction



29 Road Landslide

CITY OF GRAND JUNCTION ON-CALL GEOTECHNICAL SERVICES

Ken Haley, PE, Engineering Manager | 303.538.7643 | kennethh@gjcity.org



Contract: 2019 - present

Contract Amount: \$350,000/year

Project Manager: Dave Eller

Project Staff: Dave Eller, Don Hunt, Dalton Hamer, Hank Gray, Levi Basler, Rick Gunther, Audrey Kachin, Matt Sias, Dakota Petruzzi, Richie Staats

PROJECT DESCRIPTION

RockSol is providing on-call geotechnical investigation and materials testing services for the City of Grand Junction. Some of the projects that RockSol has worked on under this contract include:

- Fire Station #8
- Juniata Structural Water Tank Foundation
- 2022 Waterline Replacement
- 2022 Curb, Gutter, & Sidewalk Replacement
- 24 Road Multi-Modal Path
- 24 Road and G Road Improvements
- Skyline Sewer Replacement Geotechnical Investigation
- Eagle Rim Park Landslide and Geotechnical Services
- Matchett Park Community Recreation Center
- 2020 Safe Routes to School Projects
- Riverfront at Dos Rios Phase 2
- 2020 Sewer Replacement



Police Training Facility Concrete Repairs



Persigo Wastewater Treatment Plant

GEOTECHNICAL ENGINEERING

RockSol has refined our geotechnical investigations and scoping processes while providing geotechnical services to the City of Grand Junction over the last 4 years. We have provided geotechnical services for new building structures and foundations, new bridges, provided pavement design, emergency slope repairs, and maintenance projects under our existing on-call contract. In addition, RockSol has provided numerous minor geotechnical investigations to assist the City in identifying existing soil conditions which in turn allows contractors to properly bid on project with minimal change orders. RockSol has learned how to tailor geotechnical investigations to the needs of the project and can often minimize cost for these services by focusing on what services are absolutely necessary as opposed to over investigation and design.



Lincoln Park Stadium Improvements

MATERIALS TESTING

RockSol has supported numerous CDOT projects on the western slope through construction management, inspection and testing. As a result RockSol brings a unique skillset in assisting the local agencies such as the City of Grand Junction in navigating the documentation and administration issues that come with a project receiving State or Federal funding. The RockSol team works diligently to assist the client through any of these unique challenges to make the project successful and ensure that state and federal requirements are being met.

RockSol also has staff that are experienced in the specialty inspections that are associated with vertical construction, and have provided this service to Grand Junction on projects such as Lincoln Park Stadium Improvements, Fire Station #8, and the Persigo WWTP Repairs.



Fire Station #8

CITY OF BOULDER ON-CALL GEOTECH & MATERIALS TESTING

Gerrit Slatter, Transportation Engineer | 303.441.1978 | SlatterG@bouldercolorado.gov

Contract: 2008-Present

Contract Amount: Max \$7 Million over 5 years

Project Manager: Don Hunt

Project Staff: Ryan Lepro, Bill Schiebel, Jay Goldbaum, Madison Philips

**PROJECT DESCRIPTION**

RockSol has successfully provided geotechnical engineering, materials testing, and inspection services for collector street improvements, secondary and arterial roads, utility improvements, water treatment plants, city parks, parking lots, and urban building projects for the City of Boulder since 2001. Our technicians provide onsite inspection and materials testing, including field and laboratory soils, concrete, and asphalt tests. Project have included:

- Boulder Zone 3 Transmission Main Replacement
- Boulder Waterline Replacement (2012 - 2020)
- Old Tale Road/Baseline Road Waterline Replacement
- Boulder Reservoir Electrical Improvements
- Valmont Road and 29th Street
- Valmont and 34th Intersection Improvements
- 280 Linden Avenue Slope Stabilization
- Numerous Geotechnical Investigations for Park Improvements

*Borehole Drilling***CITY OF GRAND JUNCTION 24 & G ROAD IMPROVEMENTS PHASE II**

Eric Rink, PE, Project Manager | 970.244.1585 | ericr@gjcity.org

Contract: 2023

Contract Amount: \$156,325

Project Manager: Dave Eller

Project Staff: Dalton Hamer, Dennis Compton, Hank Gray, Rick Gunther, Trevor Woolley, Bea Eller, Levi Basler

PROJECT DESCRIPTION

This project consisted of widening 24 Road by constructing southbound lanes west of the existing roadway, connecting the existing roadway with a landscaped concrete median, and the construction of a roundabout at the existing 24 Road and G Road. Approximate project quantities are as follows: 48,000 square yards of soil reconditioning, 15,000 tons of asphalt pavement, 4,500 square yards of concrete pavement, 26,000 linear feet of curb and gutter, 9,000 square yards of concrete sidewalk, 4,200 linear feet of irrigation piping, 2,300 linear feet of concrete storm drain piping, 300 linear feet of gravity sewer piping, 18,000 linear feet of electric conduit, 90 pedestrian lights, 6 water quality control structures, landscaping, and irrigation. RockSol provided construction inspection and quality assurance materials testing.

*Asphalt Pavement*

MESA COUNTY 34-F.9A BRIDGE REPLACEMENT

David Gray, Construction Group Manager | 970.255.5057 | david.gray@mesacounty.us

Contract: 2022

Contract Amount: \$51,674



Project Manager: Dave Eller

Project Staff: Dave Eller, Hank Gray, Levi Basler,
Dalton Hamer

PROJECT DESCRIPTION

This project consists of the demolition and reconstruction of the 34 Road bridge. This bridge (Structure MESA-34-F.9A) is located about 400 feet south of the intersection of 34 Road and G Road and crosses over the Government Highline Canal. Multiple utilities are located in this bridge and will have to be transplanted into the new structure. Road closures will be required for the entire project. RockSol is providing materials testing and special inspection services for this project as a subconsultant to SGM.



Bridge Construction

MONTROSE COUNTY US 550 CHIPETA ROAD SIGNALIZATION

Richard Nichols, County Engineer | 970.964.2457 | rnichols@montrosecounty.net

Contract: 2022 - 2023

Contract Amount: \$102,159

Project Manager: Dave Eller

Project Staff: Hank Gray, Audrey Kachin, Bea Eller,
Levi Basler

PROJECT DESCRIPTION

This project consists of installation of 2 new traffic signal poles on US 550 and Chipeta Intersection. The project is under CDOT oversight as a Level III Access Permit. Work included traffic control, concrete caissons, new traffic lights, boring for conduit, new traffic controllers, curb and gutter, and final striping. RockSol provided full construction management, inspection, and testing on this Montrose County project.



Caisson Placement

E.

Solicitation Response Form



Section 7.0. Solicitation Response Form**RFP-5346-24-KF “Professional Geotechnical Engineering Services”**

Offeror must submit the entire Form completed, dated, and signed.

The City reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror accepts and agrees, in accordance with the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Offeror and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Firm to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. Tax-exempt No. 98-903544. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered, to the Owner if the invoice is paid within N/A days after the receipt of the invoice.

RECEIPT OF ADDENDA: The undersigned Firm acknowledges receipt of the Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 2

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

RockSol Consulting Group, Inc.
Company Name – (Typed or Printed)

David M. Eller

Authorized Agent Signature

566 W Crete Circle Suite 2

Address of Offeror

Grand Junction, CO 81505

City, State, and Zip Code

Dave Eller
Authorized Agent, Title – (Typed or Printed)

970.210.8098

Telephone Number

eller@rocksol.com

E-mail Address of Agent

01/11/2024

Date

The undersigned Offeror proposes to subcontract the following portion of Services:

Name & address of Subcontractor (Name, City, State)	Description of Service(s) to be performed	Est. Value of Service(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Offeror or with any competitor.

F.

Fee/Pricing Proposal





RockSol's Schedule of Hourly Rates
January 1, 2024 to December 31, 2024

RockSol Standard Fee Schedule

<i>Employee Classification/Years of Experience</i>	<i>Hourly Rate*</i>
Senior Project Manager	\$274.29
Senior Transportation Engineer	\$232.35
Senior Project Engineer	\$210.41
Senior Structural Engineer	\$260.89
Structural Engineer II	\$170.45
Structural Engineer I	\$147.48
Senior Geotechnical Engineer	\$257.07
Senior Geologist	\$163.65
Staff Engineer II	\$165.18
Staff Engineer I	\$147.48
Engineer-in-Training III	\$137.09
Engineer-in-Training II	\$116.77
Engineer-in-Training I	\$104.62
Engineering Student Intern	\$68.05
Environmental Manager	\$168.12
Environmental Specialist II	\$125.54
Environmental Specialist I	\$105.52
Const. Mgr/Inspector IV (20-25 yrs or PE 15 yrs)	\$179.27
Const. Mgr/Inspector III (10-20 yrs or PE 7 yrs)	\$157.74
Const. Mgr/Inspector II (3 to 10 yrs)	\$125.44
Const. Mgr/Inspector I (Less than 3 yrs)	\$93.26
Technician IV (Lab or Field Manager)	\$138.96
Technician III (+15 years)	\$114.52
Technician II (2 to 15 years)	\$94.63
Technician I (Less than 2 yrs)	\$78.68
Materials Technician Intern	\$66.00
Design Technician III	\$137.09
Design Technician II	\$106.14
Design Technician I	\$80.84
Project Control and Admin	\$105.61

Mileage

- Travel
- Drilling
- Outside Services
- Public Involvement Supplies/Mailings

Federal Government Rate

- At Cost
- At Cost
- At Cost
- At Cost



Title Description	Test Method			Price Per Test 2024
	AASHTO	ASTM	CDOT	
STANDARD PROCEDURES FOR SOIL TESTS				
Dry Preparation of Soil	R58	D421	CP-20	\$ 22
Sieve Analysis of Soils (including wash)		D1140	CP-21 & CP-L3105	\$ 113
Particle Size Analysis of Soils	T88	D422		\$ 261
Liquid Limit/Plastic Limit	T89 & T90	D4318		\$ 113
Moisture-Density Proctor	T99	D698		\$ 178
Moisture-Density Proctor	T180	D1557		\$ 208
Specific Gravity of Soil	T100	D854		\$ 89
Sand Equivalent Test	T176	D2419	CP-37	\$ 113
Unconfined Compressive Strength of Cohesive Soils	T208	D2166		\$ 89
One-Dimensional Consolidation	T216	D2435		\$ 499
One-Dimensional Swell		D4546		\$ 107
Moisture Content of Soils	T265	D2216		\$ 23
In-Place Density by Nuclear Method	T310	D6938	CP-80	\$ 87/hr
Materials in Soils Finer than No. 200		D1140		\$ 69
Water Soluble Chloride Content	T291		CPL-2104	\$ 116
pH of Soils	T289	G51		\$ 45
Compressive Strength Intact Rock Core Specimens *		D7012		\$ 166
Measurement of Soil Resistivity	T288	G57 & G187		\$ 143
Water Soluble Sulfate	T290		CP-L 2103	\$ 59
R-Value Test *	T190	D2844		\$ 389

* = via third party vendor

Title Description	Test Method			Price Per Test 2024
	AASHTO	ASTM	CDOT	
STANDARD PROCEDURES FOR AGGREGATE TESTS				
Sampling Aggregates	T2	D75	CP-30	\$ 87/hr
Reducing Samples of Aggregate to Testing Size	R76	C702	CP-32	\$ -
Sieve Analysis (including wash)	T11 & T27	C117 & C136	CP-31 & CP21	\$ 113
Liquid Limit/Plastic Limit	T89 & T90	D4318		\$ 113
Moisture-Density Proctor	T180	D1557		\$ 208
Unit Weight & Voids in Aggregate *	T19	C29		\$ 75
Organic Impurities *	T21	C40		\$ 89
Percentage of Fractured Particles			CP-45	\$ 93
Specific Gravity of Fine Aggregate	T84	C128		\$ 105
Specific Gravity of Coarse Aggregate	T85	C127		\$ 101
Sand Equivalent Test	T176	D2419	CP-37	\$ 113
Moisture Content of Aggregates	T255	C566	CP-33	\$ 23
Uncompacted Void Content of Fine Aggregate *	T304	C1252		\$ 116
LA Abrasion *	T96	C131		\$ 202
Micro Deval *	T327	D6928 & 7428		\$ 273

* = via third party vendor

Title Description	Test Method			Price Per Test 2024
	AASHTO	ASTM	CDOT	
STANDARD PROCEDURES FOR CONCRETE TESTS				
Compressive Strength of Concrete Specimens	T22	C39		\$ 31
Capping Concrete Specimens		C617		\$ 59
Compressive Strength of Cement Mortar (2" Cube Specimens)	T106	C109		\$ 57
Sampling Freshly Mixed Concrete	R60	C172	CP-61	\$ 87/hr
Slump of Cement Concrete	T119	C143		\$ 87/hr
Unit Weight, Yield & Air Content (Gravimetric)	T121	C138		\$ 87/hr
Making and Curing Concrete Test Specimens in the Field	T23	C31		\$ 87/hr
Air Content (Pressure Method)	T152	C231		\$ 87/hr
Temperature of Freshly Mixed Concrete		C1064		\$ 87/hr
Flexural Strength of Concrete (Beams)	T97	C78		\$ 68
Compressive Strength of Grouts for Preplaced-Aggregate Concrete		C942		\$ 31
Measuring Thickness (Drilled Concrete Cores)	T148	C174		\$ 42

* = via third party vendor

Title Description	Test Method			Price Per Test 2024
	AASHTO	ASTM	CDOT	
STANDARD PROCEDURES FOR ASPHALT TESTS				
Sampling Hot Mix Asphalt (HMA)			CP-41	\$ 87/hr
Reducing Samples of HMA to Testing Size			CP-55	\$ 87/hr
Mechanical Analysis of Extracted Aggregate	T30	D5444		\$ 101
Bulk Specific Gravity of Compacted Asphalt Mixtures (3 Specimens)	T166	D2726	CP-44	\$ 46
Maximum Specific Gravity (Rice Test)	T209	D2041	CP-51	\$ 118
Preparation of Specimens Using Marshall Apparatus (3 Specimens)	T245	D6926		
Stability and Flow By Marshall Method (3 Specimens)	T245	D6926 & D6927		\$ 232
Resistance to Deformation Hveem (3 Specimens)		D1560	CP-L 5106	\$ 345
Percent Air Voids	T269	D3203		\$ 451
Effect of Moisture on Asphalt Paving Mixtures (Lottman) (Plant Mix)	T283	D4867	CP-L 5109	\$ 523
Asphalt Content by Nuclear Method	T287	D4125	CP-85	\$ 113
Correction Factor for Asphalt Content by Nuclear Method	T287	D4125	CP-85	\$ 451
Asphalt Binder Content of HMA by the Ignition Method	T308	D6307	CP-L 5120	\$ 118
Correction Factor for Asphalt Content of HMA by Ignition Method	T308	D6307	CP-L 5120	\$ 457
In-Place Density by Nuclear Method	T355		CP-80	\$ 87/hr
SuperPave Gyratory Compactor	T312	D6925	CP-L 5115	
Moisture Content of HMA			CP-43	

* = via third party vendor

G.

Legal Proceedings/Lawsuit



LEGAL PROCEEDINGS AND LAWSUITS

Neither RockSol Consulting Group, Inc. (RockSol) nor any of its principals have been named in any claim or lawsuit related to RockSol's services.



H.

Additional Data



**Dave Eller, PE****Project Manager****32 Years of Experience | 5 Years with RockSol****Professional Engineer: Colorado****BS, Civil Engineering, Colorado State University**

Dave is a registered professional engineer with 31 years of experience in civil engineering. He has managed project planning, design, materials testing, and construction while working in various positions for Colorado Department of Transportation Region 3. This experience includes working with local planning partners in 15 counties in northwest Colorado. As a regional director and program manager at CDOT, he has developed numerous partnerships with local governments to deliver transportation projects ranging in scope from new trails to new interchanges. He has extensive knowledge of state and federal policies, such as NEPA and the Uniform Relocations and Real Property Policy Act of 1970 (Uniform Act), as well as state and federal requirements for contracting documents, civil rights programs, fair labor standards, emergency contracting, and FHWA/CDOT Stewardship Agreements for Quality Assurance and Independent Assurance Testing Programs. Dave has excellent interpersonal and communication skills, honed throughout years of supervising and managing project teams.

On-Call Geotechnical Services | City of Grand Junction | Consultant Project Manager

Dave is serving as the project manager for projects initiated under this on-call contract for geotechnical services at various locations in Grand Junction. Some of the projects completed under this contract include 24 and G Road Bridge Replacement, Lincoln Park Suplizio Field Renovations, South Rim and Kansas Avenue Pavement Reconstruction, PWWTF Major Repairs, Elm Avenue Safe Routes to School, 2022 Curb Gutter and Sidewalk Replacement, and Fire Station #8 Construction.

On-Call Materials Testing | Mesa County | Consultant Project Manager

Dave is serving as the project manager for projects initiated under this on-call contract for materials testing services at various locations throughout Mesa County, Colorado. Example projects include Mesa County Rocky Mountain Elementary Sidewalks and Ramps, E Road Phase 2 Reconstruction, 22 Road I-J Rd Reconstruction, Cameo Road Construction, and various paving projects.

Various Projects | CDOT Regions 3 & 5 | Consultant Project Manager

Dave manages the office and laboratory in Grand Junction. From there, he is responsible for overseeing RockSol staff and projects throughout the Western Slope. He is currently providing this oversight for CDOT projects such as SH 13 Fortification Creek Reconstruction, I-70 Aux. Lanes Frisco, US 50 Passing Lanes, US 160 Wolf Creek Pass Advanced Technology Deployment, SH 114 Siltville Resurfacing, I-70B & 31.5 Rd Safety Improvements, and R3 Signal Communications Design.

US 550 Chipeta Road Signalization | Montrose County | Consultant Project Manager

This project consists of installation of 2 new traffic signal poles on US 550 and Chipeta Intersection. The project is under CDOT oversight as a Level III Access Permit. Work included traffic control, concrete caissons, new traffic lights, boring for conduit, new traffic controllers, curb and gutter, and final striping. RockSol provided full construction management, inspection, and testing on this Montrose County project.

CDOT Region 3 | Transportation Director*

Dave served as the CDOT Region 3 Transportation Director for 8 years. His responsibilities included managing all maintenance and engineering sections in Northwest Colorado. He provided management of asset programs for 706 bridges, 7 tunnels and over 5200 lane miles of CDOT's infrastructure, 540 Full Time Equivalent Employees (FTE's) and an annual budget of approximately \$240 Million. Dave understands how to manage multiple concurrent projects and staff, including schedule changes and challenges, all the while ensuring quality work and client satisfaction.

**Completed at previous employer*



Don Hunt, PE

Lead Geotechnical Engineer

34 Years of Experience | 14 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, University of Colorado at Denver

BS, Chemistry, Rocky Mountain College at Billings

Don's diverse geotechnical background includes providing field, laboratory, and technical evaluation for various public agency geotechnical engineering projects throughout Colorado, Wyoming, Montana, and Utah. As Senior Geotechnical Engineer, Don has been responsible for the Geotechnical engineering for all phases of geotechnical investigations, from fieldwork through report completion, and has directed reports prepared by junior staff for accuracy, quality, and consistency with company practice and standards. He has supervised materials testing technicians on a variety of projects. Don has been responsible for geotechnical evaluations for design and construction of roadways, bridges, and retaining wall structures.

24 Road and G Road Improvements | City of Grand Junction | Senior Geotechnical Engineer

This project consisted of geotechnical investigations for pavement design, roadway widening, and replacement of Minor Structure GRJM-G.0-24.01. Project work also included geotechnical work to investigate a potential option to relocate the new structure and Leach Creek approximately 75-100 feet east of its current location on G Road. Geotechnical recommendations for a possible pedestrian CBC underpass under G Road and connecting to Canyon View Park were prepared. RockSol provided geotechnical investigation and pavement design services for this project.

Pear Park Fire Station | City of Grand Junction | Senior Geotechnical Engineer

This project consisted of a geotechnical investigation of the subsurface conditions for the City of Grand Junction Pear Park Fire Station at D.5 Road and 31 Road. A Geotechnical Investigation Report, Foundation Design Report, and Pavement Design Report were prepared. The geotechnical investigation assisted in making recommendations for the proposed Fire Station drive lanes and parking areas. New pavement recommendations for 31 Road at the Fire Station entrance way were also included. RockSol provided geotechnical engineering and pavement design services for this project.

2023 Pavement Evaluation for Overlays | Boulder County | Senior Geotechnical Engineer

This project consisted of the rehabilitation of 7 paved roadway segments for a total of approximately 22 miles within Boulder County, Colorado. RockSol performed a visual distress survey along the entire project alignments to characterize the general pavement conditions. Subsurface samples were collected and tested for pertinent engineering properties and a Geotechnical Report was prepared to summarize subsurface conditions encountered, laboratory testing results, and a list of pavement treatment recommendations targeted to rehabilitate each unique segment of the roadways.

62nd Avenue Improvements | Adams County | Senior Geotechnical Engineer

This Adams County project involves professional engineering services for 62nd Avenue - Pecos Street to Washington Street. The overall objectives of this project are to improve roadway safety, system functionality, mobility, connectivity for pedestrian access facilities, and the drainage system. The project will also provide capacity to serve growth and economic development, improve quality of existing infrastructure, and reduce long-term operation costs. This project will reflect the Transportation and Comprehensive Plan and Making Connection/SW Adams County Planning and Implementation Plan on 62nd Avenue between Pecos Street and Washington Street. RockSol is providing geotechnical engineering, roadway design, and environmental services for this project.

Cherry Creek Park Rehab | Colorado Division of Parks and Wildlife | Senior Geotechnical Engineer

This project for Colorado Division of Parks and Wildlife analyzed the existing conditions of the current roadways and parking lots to determine the most cost-effective treatments to improve the pavements through the development of a Park Surface Treatment Plan. This plan prioritized and guided future improvements and funding requests and includes a recommendation and the design for Phase 1 improvements to utilize current funding (\$2.76M, including design). RockSol provided geotechnical and pavement recommendations for the park's primary roadways and campground roadways, including the recommendations for Phase 1 improvements. RockSol will also provide design services for Phase 1 improvements and the final park surface treatment plan. The design included preliminary and final design submittals including possible utility impacts, grading impacts, environmental review, GESC, drainage structure inventory and reservoir ponding impacts considered in the production of final PS&E documents for advertisement.



Ryan Lepro, PG (CO)

Engineering Geologist

22 Years of Experience | 14 Years with RockSol

Professional Geologist: Colorado

BS, Geological Engineering, emphasis in Geotechnical and Groundwater Engineering,
Colorado School of Mines

Ryan's project experience includes performing geotechnical, geological, and geophysical site investigations for various projects throughout Colorado. Ryan has participated in all phases of the investigations from field exploration through report completion. His project experience includes slope stability analyses, soil nail wall design, mine subsidence analyses, seismic site class analyses through refraction microtremor testing, pavement thickness design recommendations, and foundation design recommendations for public roadways, structures, and infrastructure projects.

Juniata Inlet Reroute Geotechnical Investigation | City of Grand Junction | Engineering Geologist

The City of Grand Junction planned the excavation for and installation of a new polyvinyl chloride (PVC) waterline alignment at Juniata Reservoir in Mesa County, Colorado. Approximately 8,000 linear feet of 20-inch PVC was proposed for the new alignment. The new waterline section will tie into the existing infrastructure at three locations. RockSol provided geotechnical characterization of the subsurface materials at selected locations along the proposed alignment. RockSol provided geotechnical and materials testing services for this project.

2022 Transportation Corridor Improvements | City of Grand Junction | Engineering Geologist

This project involves geotechnical investigations for pavement design for proposed transportation capacity improvements on four corridors in Grand Junction, Colorado. Proposed improvements include roadway widening, drainage improvements, intersection improvements, pedestrian improvements, and potential CBC extension at Grand Valley Canal. Project locations include B ½ Road between 29 Road extending just east of 29 ¾ Road, D ½ Road between D ½ Court extending east to 30 Road, F ½ Road between 30 Road extending east to Lewis Gulch, and 26 ½ Road between Horizon Drive north to G Road.

Hogchute Reservoir Piezometers | City of Grand Junction | Engineering Geologist

This project will install 2 piezometers at Hogchute Reservoir. Project work consists of contracting with a drilling vendor to drill and install 2 piezometers. RockSol will perform logging and documenting of all samples collection in boring operations. RockSol will not be responsible for completing geotechnical investigations or reports other than providing formal documentation of bore logs and samples collected to design consultant (Ayers).

Persigo Wastewater Treatment Plant Expansion | City of Grand Junction | Engineering Geologist

This project includes geotechnical investigations for foundation and pavement design recommendations for the proposed expansion at the Persigo Wastewater Treatment Facility. Proposed project improvements consist of several facility additions including a dewatering building, a blower building extension to the existing activated sludge basins, and a canopy structure over the existing UV basins. RockSol provided geotechnical investigation services for this project.

Geotechnical Study Multiple Roads | Clear Creek County | Engineering Geologist

This project involved a geotechnical investigation with 40 geotechnical boreholes and pavement cores to assist with rehabilitation pavement design recommendations. Project work included pavement condition assessment, site and drainage investigation, treatment recommendation options, and final pavement design details for 16.9 miles of County pavement over 9 separate roadway segments. Cost and performance expectations were provided for an array of treatment options. RockSol is providing geotechnical engineering and other professional services for this project.

24 Road and G Road Improvements | City of Grand Junction | Engineering Geologist

This project consisted of geotechnical investigations for pavement design, roadway widening, and replacement of Minor Structure GRJM-G.0-24.01. Geotechnical recommendations for a possible pedestrian CBC underpass under G Road and connecting to Canyon View Park were prepared. 13 geotechnical boreholes are proposed along 24 Road and G Road at approximately 5-10 feet deep for characterization of subsurface conditions. RockSol provided geotechnical investigation and pavement design services for this project.



Madison Philips, PE

Geotechnical Engineer

6 Years of Experience | 4 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, University of Colorado

Madison is proficient in using industry-standard geotechnical software and tools for analyzing and interpreting data. She is skilled in geotechnical laboratory testing, including soil classification, consolidation, and shear strength testing. She is also familiar with geotechnical field testing techniques, such as standard penetration testing. Madison has a solid understanding of pavement analysis, shallow and deep foundation design, and ground improvement techniques.

Appleton Fire Station #7 | City of Grand Junction | Geotechnical Engineer

This project completed geologic hazards and geotechnical investigations for the City of Grand Junction Appleton Fire Station (Fire Station #7) at 2351 H Road. Project work included a geotechnical investigation of the subsurface conditions at the site for the purpose of preparing a Foundation Design and Pavement Design Report and Pavement Design recommendations for access roads and parking areas.

F.5 Road Parkway and 24.5 Road Widening | City of Grand Junction | Assistant Geotechnical Engineer

This project consisted of geotechnical investigations for pavement design for two major corridors in the City of Grand Junction. Site 1 is new construction of F ½ Road Parkway connecting 24 and 25 Road as well as major improvements of existing adjacent roads/driveways, new roundabout at the 24 ½ intersection, and a new realignment of the F ½ and 25 Road intersection. The parkway and 25 Road will be a 4-lane section with turn lanes and center median. Site 2 consisted of widening and reconstruction of 24 Road from F 3/8 Road north to Jack Creek Road approximately 1.5 miles. Construction included a third center turn lane, shoulder widening, and sidewalks to accommodate pedestrian and bike traffic. RockSol will be providing on-call testing and inspection services for this project.

2023 Pavement Evaluation for Overlays | Boulder County | Assistant Geotechnical Engineer

This project consisted of the rehabilitation of 7 paved roadway segments for a total of approximately 22 miles within Boulder County, Colorado. RockSol performed a visual distress survey along the entire project alignments to characterize the general pavement conditions. Subsurface samples were collected and tested for pertinent engineering properties and a Geotechnical Report was prepared to summarize subsurface conditions encountered, laboratory testing results, and a list of pavement treatment recommendations targeted to rehabilitate each unique segment of the roadways.

Geotechnical Study Multiple Roads | Clear Creek County | Assistant Geotechnical Engineer

This project involved a geotechnical investigation with up to 40 geotechnical boreholes and pavement cores to assist with rehabilitation pavement design recommendations. Project work included pavement condition assessment, site and drainage investigation, treatment recommendation options, and final pavement design details for 16.9 miles of County pavement over 9 separate roadway segments. RockSol provided geotechnical engineering and other professional services for this project.

Cherry Creek Park Rehab | Colorado Division of Parks and Wildlife | Assistant Geotechnical Engineer

This project for Colorado Division of Parks and Wildlife analyzed the existing conditions of the current roadways and parking lots to determine the most cost-effective treatments to improve the pavements through the development of a Park Surface Treatment Plan. This plan prioritized and guided future improvements and funding requests and includes a recommendation and the design for Phase 1 improvements to utilize current funding (\$2.76M, including design). RockSol provided geotechnical and pavement recommendations for the park's primary roadways and campground roadways, including the recommendations for Phase 1 improvements. RockSol will also provide design services for Phase 1 improvements and the final park surface treatment plan. The design included preliminary and final design submittals including possible utility impacts, grading impacts, environmental review, GESCC, drainage structure inventory and reservoir ponding impacts considered in the production of final PS&E documents for advertisement.



Ty Ortiz, PE

Geohazards Engineer

30 Years of Experience | 1 Year with RockSol

Professional Engineer: Colorado

BS, Civil Engineering Technology, Metropolitan State College of Denver

Ty has over two decades of rockfall and geohazards experience and is seen as an expert in his field. He has managed dozens of rockfall mitigation projects ranging from small single slope stability projects for CDOT Maintenance personnel to extensive critical rockfall stabilization along I-70. Ty understands the constraints of limited budgets and the importance of proper safety measures on all projects. He utilizes his experience to ensure that rockfall mitigation and slope stability options brought forth are state-of-the-art practice for the geohazards industry. Ty has worked with universities, consultants and instrumentation manufacturers to study and develop long term monitoring strategies for geohazards. These pilots focused on remote sensing applications such as ground based interferometric radar and photogrammetry. Information from these remote scans were analyzed for several slopes throughout the state including I-70 through Glenwood Canyon, DeBeque Canyon and Floyd Hill; US 24 at Ute Canyon and on Tennessee Pass; and on US 6 through Clear Creek Canyon. The information gained is currently being used to help develop decision tools to determine when proactive mitigation is warranted.

S29 Road Landslide Geotechnical Investigation | Mesa County | Geohazards Engineer

RockSol provided conceptual level geotechnical recommendations for stabilization of a recently active slope movement on the north side of C Road near the property located at 281 29 Road, Grand Junction, Mesa County, Colorado. RockSol's scope of work included providing an opinion to the probable cause(s) of failure and establishing if there are immediate safety concerns for the remaining slope that has been impacted. The subsurface investigation program was conducted to obtain information on the subsurface soil, groundwater, and bedrock conditions to determine potential failure mechanisms.

H 7 MP 23.2 Emergency Rockslide near Lyons | CDOT HQ | Geohazards Engineer

RockSol is providing engineering and geological services as a subconsultant for this project. This work included rock scaling oversight.

Cleetwood Trail and Marina Improvements | FHWA Western Federal Lands | Geohazards Engineer

The Cleetwood Trail and Marina Improvements (Trail) project is located at the north end of Crater Lake National Park on East Rim Drive, approximately 4.5 miles east of North Junction (the junction of North Entrance Road with East Rim Drive and West Rim Drive). This project includes repair and stabilization of an existing aggregate surface trail, rehabilitation and replacement of retaining walls, replacement of a damaged marina, replacement of a nonfunctioning composting toilet with vault toilets, and rockfall risk reduction measures including rock scaling and installation of minor structures along Cleetwood Trail in Crater Lake National Park. Partner Agencies consist of FHWA-WFLHD, Crater Lake National Park (CRLA) and the National Parks Service (NPS).

Rockfall Hazard Evaluation | Pitkin County | Lead Investigator*

Ty evaluated the rockfall hazard and need for mitigation above a residence in Aspen, CO and provided mitigation recommendations. OA&J Engineering was the lead rockfall investigator for this project and worked with Arthur I. Mears, P.E., Inc., who performed an avalanche evaluation of the site, to coordinate the rockfall and avalanche mitigation recommendations.

Geohazards Management Plan | CDOT | Project Manager *

Ty led the development of the CDOT Geohazards Management Plan that included a risk-based method of evaluating the performance of geotechnical assets and geologic hazards using asset management principles. CDOT uses the plan to allocate resources for their Geohazards Program and to evaluate the effect geologic hazards and the failure of geotechnical assets have on Colorado's highway system.

US 6, Clear Creek Canyon Rockfall Mitigation | CDOT | Project Manager and Designer*

Ty evaluated the rockfall hazard and prioritized rockfall locations for mitigation, and designed rockfall mitigation and performed oversight of critical aspects of construction. Mitigation included installing rockfall netting and rockfall fencing, rock scaling, installing rock reinforcement, and polyurethane injection for rock mass stabilization.

*Completed at previous employer



Bill Schiebel, PE
Pavement Engineer

33 Years of Experience | 6 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, University of Wisconsin

Bill joined RockSol after 27 years of experience in transportation, engineering, and management with CDOT, where he focused on pavement materials design properties and specification. He has experience with project and employee management, and he has coordinated project scoping guidelines, pavement design requirements, technical materials research, innovative treatment specifications, and performance tracking to set direction for new statewide practices on the treatment and management of state highway pavements. Bill has extensive experience leading and coordinating exchanges of technical information with numerous and varied stakeholders.

SH 115 Reconstruction Design | CDOT Region 2 | Pavement Engineer

This project is for design and project development of SH 115 pavement improvement from Colorado Springs, CO to Penrose, CO. Key deficiencies on the highway include pavement cracking and distress. The pavement treatment will consist of either reconstruction or major rehabilitation for varying sections. The key initial work includes pavement investigation and a corridor-wide Life Cycle Cost Analysis (LCCA) to determine alternatives for improvement. ADT is approximately 10,000 vehicles per day with 9% trucks. Truck traffic vehicle loading and permitted overweight vehicles are significantly impacting the existing pavement. RockSol led efforts to obtain 201 geotechnical and pavement borings (10-foot depth) and 298 pavement corings between MP 18 to MP 39. Our team is currently developing the LCCA and pavement design options.

Cherry Creek State Park Improvements | Colorado Parks and Wildlife | Pavement Engineer

This project for Colorado Division of Parks and Wildlife analyzed the existing conditions of the current roadways and parking lots to determine the most cost-effective treatments to improve the pavements through the development of a Park Surface Treatment Plan. This plan prioritized and guided future improvements and funding requests and includes a recommendation and the design for Phase 1 improvements to utilize current funding (\$2.76M, including design). RockSol provided a geotechnical and pavement recommendations for the park's primary roadways and campground roadways, including the recommendations for Phase 1 improvements. RockSol will also provide design services for Phase 1 improvements and the final park surface treatment plan. The design included preliminary and final design submittals including possible utility impacts, grading impacts, environmental review, GESD, drainage structure inventory and reservoir ponding impacts considered in the production of final PS&E documents for advertisement.

CO FLAP Alamosa Lane 6 North | FHWA CFL | Pavement Engineer

This project produced plans, specifications, and estimates for a major rehabilitation of Lane 6 North. RockSol conducted the geotechnical investigation and provided pavement designs and treatment recommendations for the project. Low strength variable soils and severe pavement distress were designed for long-term performance using FDR, FDR with cement stabilization, and localized deep patching.

Geotechnical Study Multiple Roads | Clear Creek County | Pavement Engineer

This project involved a geotechnical investigation with up to 40 geotechnical boreholes and pavement cores to assist with rehabilitation pavement design recommendations. Project work included pavement condition assessment, site and drainage investigation, treatment recommendation options, and final pavement design details for 16.9 miles of County pavement over 9 separate roadway segments. RockSol provided geotechnical engineering and other professional services for this project.

2023 Pavement Evaluation for Overlays | City of Boulder | Pavement Engineer

This project consisted of the rehabilitation of 7 paved roadway segments for a total of approximately 22.11 miles within Boulder County, Colorado. RockSol performed a visual distress survey along the entire project alignments to characterize the general pavement conditions. Subsurface samples were collected and tested for pertinent engineering properties and a Geotechnical Report was prepared to summarize subsurface conditions encountered, laboratory testing results, and a list of pavement treatment recommendations targeted to rehabilitate each unique segment of the roadways.



Jay Goldbaum, PE

Pavement Engineer

40 Years of Experience | 4 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, Colorado State University

Jay came to RockSol after completing a 30-year career with the Colorado Department of Transportation (CDOT). The last eight years of that tenure was spent serving as the Program Manager of the Pavement Design & Documentation Program, which included administering the proper use of the Pavement M-E Design process for all CDOT projects. He is part of a national team of experts on M-E Design software. Jay's work included reviewing and updating the CDOT Field Materials Manual for use on CDOT projects. During this time, he also served as the Project Manager to help develop the SiteManager/LIMS software which is now standard for all materials documentation on CDOT projects. Jay is an expert in pavements and pavement design software, applying his knowledge for use on both design and field materials testing.

F.5 Road Parkway Geotech and Pavement Design | City of Grand Junction | Senior Pavement Engineer

This project completed Geotechnical Investigations for pavement design for two major corridors in the City of Grand Junction. This included new roadway alignment for the F ½ Road Parkway connecting 24 and 25 Road. This new roadway alignment included recommendations for a new concrete roundabout at 24 ½ Road Intersection and reconstruction of the 24 Road Intersection including a Concrete Box Extension. In addition, geotechnical investigations and pavement design for the second corridor of 25 Road between Patterson Road and F ½ Road were completed. As senior pavement engineer on this project Jay provided alternative recommendations including both concrete and HMA pavements for each of the corridors.

2022 Transportation Capacity Improvements | City of Grand Junction | Senior Pavement Engineer

This project completed Geotechnical Investigations for pavement design for four major corridors in the City of Grand Junction, including B ½ Road, D ½ Road, F ½ Road, and 26 ½ Road. Each of these corridors were evaluated for widening, reconstruction, and overlay alternatives. As senior pavement engineer on this project Jay provided alternative recommendations that included both 10 year and 20 year surface treatment alternatives and each alternative included evaluation of both concrete and HMA pavement alternatives.

Horizon Drive and 24 Road Roundabout | City of Grand Junction | Senior Pavement Engineer

This project completed Geotechnical Investigations for pavement design for and new multi-lane roundabout at Horizon Drive and G Road in Grand Junction. This Concrete Roundabout included major multi model improvements including bike lanes, sidewalks and drainage. As senior pavement engineer on this project Jay provided recommendations for the concrete roundabout design.

SH 115 Reconstruction Design | CDOT Region 2 | Pavement Engineer

This project is for design and project development of SH 115 pavement improvement from Colorado Springs, CO to Penrose, CO. Key deficiencies on the highway include pavement cracking and distress. The pavement treatment will consist of either reconstruction or major rehabilitation for varying sections. The key initial work includes pavement investigation and a corridor-wide Life Cycle Cost Analysis (LCCA) to determine alternatives for improvement. ADT is approximately 10,000 vehicles per day with 9% trucks. Truck traffic vehicle loading and permitted overweight vehicles are significantly impacting the existing pavement. RockSol led efforts to obtain 201 geotechnical and pavement borings (10-foot depth) and 298 pavement corings between MP 18 to MP 39. Our team is currently developing the LCCA and pavement design options. Jay performed all of pavement designs for this project.

Independence Valley Pavement Design | Mesa County | Senior Pavement Engineer

This project is looking for alternative surface treatments to mitigate the distress within the existing pavement sections within the Independence Valley Subdivision. The original HMA pavement surface is showing significant signs of deterioration with severe transverse cracking throughout the subdivision. It appears the only pavement treatment since original construction consists of crack sealing and a chipseal. The primary roadway within the subdivision is Independence Valley Drive with several crossroads and cul de-sacs including Jefferson, W. Liberty Court, F ¾ Road, Baseline Drive, and Washington Court (and other cul-de-sacs) totaling over 10,000 linear feet of roadway to be considered for a major surface treatment. Project work includes evaluating the existing HMA pavement template by taking pavement cores and subsurface base or soil samples for evaluation.



Dalton Hamer

Laboratory Manager

5 Years of Experience | 5 Years with RockSol

BS, Mechanical Engineering, Colorado Mesa University

Dalton lives in Grand Junction and is a mechanical engineer graduate, with background work in building construction and heavy civil construction. Since joining RockSol, Dalton quickly progressed from a field technician to the Lab Manager for RockSol Grand Junction lab. In addition to managing the lab for proper accreditations, Dalton oversees other technicians and provides quality reviews for testing work. Dalton maintains all testing certifications and serves as an on-call tester when needed. Dalton has experience in numerous computer-based programs including CAD, Bluebeam, CDOT SiteManager/LIMS, and the Microsoft Office Suite.

Lincoln Park Stadium Improvements | City of Grand Junction | Materials Testing Manager

This project included completing the geotechnical investigations and foundation recommendations for a major expansion of Suplizio Stadium and Stocker Stadium in Grand Junction. RockSol also provided testing and specialty inspections for the construction of this project. As the lead technician, Dalton provided oversight of all testing and specialty inspections on this project including those on masonry buildings and foundations.

2022 Overlay Program | Mesa County | Materials Testing Manager

This program involved HMA overlay in various locations throughout Mesa County. RockSol provided on-call materials testing services for this program. Testing services included HMA mix verification, HMA voids acceptance testing, and HMA field density testing.

SH 340 Colonial Drive | Mesa County | Materials Testing Manager

This project involved widening SH 340 for auxiliary lanes. Project work included soil nails, shotcrete, earthwork, base course, concrete gutter, and HMA paving. Widening will vary from 4 feet to 8 feet with 12 feet of mill and fill of existing lanes. RockSol provided inspection and materials testing services for this project.

22-J.9 Bridge Replacement | Mesa County | Materials Testing Manager

This project involved reconstructing approximately 1,300 feet of 22 Road in Mesa County at the intersection of 22 Road and K Road. Project work included roadway widening with 4 feet paved shoulders, vertical sight distance improvements, canal bridge replacement with CBC, utility coordination, and other drainage and irrigation improvements. RockSol provided construction management, construction inspection, and materials testing services for this project.

Riverfront at Dos Rios Bike Park | City of Grand Junction | Materials Testing Manager

This City of Grand Junction project consisted of approximately 111,093 cubic yards of embankment (47,753 import), approximately 20,000 square yards of ABC, and 25,000 square yards of soil reconditioning. Other project work included sewer, storm sewer, waterline, concrete pavement, concrete sidewalk, concrete curb and gutter, and approximately 5,200 tons of grading SX-75 (64-22) asphalt. On-call testing was full-time in nature due to amount of earthwork and utility trenching required. RockSol provided on-call materials testing and inspection for this project.

18.5 and K.99 Road | Mesa County | Materials Testing Manager

This project involved a bridge replacement on Little Salt Wash. The scope of work included replacement of the existing bridge with a 3-cell precast box culvert, headwalls and wingwalls, grouted riprap, MSE retaining walls, and HMA pavement reconstruction. RockSol provided on-call testing services for this project.

Daycare Remodel and Addition | City of Grand Junction | Materials Testing Manager

This project is for the City of Grand Junction Daycare kitchen remodel and addition (located at 545 25 1/2 Road). Project work includes earthwork, concrete foundations, wood, and structural steel inspections. Dalton provided oversight of the materials testing and special inspections, including the foundation and timber special inspections.



Trevor Woolley

Project Manager

29 Years of Experience | 1 Year with RockSol

Trevor is a highly experienced construction manager and inspector with nearly 30 years in the industry. Trevor spent 28 years with CDOT performing geotechnical sampling, construction materials testing and inspection, and construction and project management. He has been performing construction management, inspection, and testing services in the Mesa County area since 2000.

32.5 Road and Clifton Campus Improvements | Mesa County | Construction Manager/Geotech

This project is a Geotechnical Investigation and pavement design for the Clifton Campus Roadway Improvements Project in Mesa County, Colorado. The development of the Clifton Campus will impact traffic on Mesa County roadways. Mesa County anticipates improvements to D 3/4 Road, 32 1/2 Road, and evaluation of the Grand Valley Canal Structure for replacement or widening. This project will provide for professional services associated with the design, bidding, and construction phases of those improvements. This work is being completed in conformance with all applicable CDOT and/or Mesa County standards and policies. RockSol is performing geotechnical investigations and pavement design services for this project.

Ute Water Pre-Sedimentation Pond | Ute Water Conservancy District | Construction Manager/Testing Manager

This project is located at the Ute Water pump station from the Colorado River, just East of Palisade near Rapid Creek. The project consists of the construction of one earthen pre-sedimentation pond with concrete lining, 24-inch piping, concrete outlet structures, associated process and electrical equipment including connection to existing 24-inch discharge pipeline. Work included Unclassified Excavation/Embankment, Concrete Testing and Structural Backfill. RockSol is performing owner acceptance testing on this project. Owner Acceptance testing follows AASHTO and Mesa County Standards and Testing Frequency on this project.

2022 Transportation Corridor Improvements | City of Grand Junction | Construction Manager

This project involves geotechnical investigations for pavement design for proposed transportation capacity improvements on four corridors in Grand Junction, Colorado. Improvements include roadway widening, drainage improvements, intersection improvements, pedestrian improvements, and potential CBC extension at Grand Valley Canal. Project locations include B 1/2 Road between 29 Road extending just east of 29 3/4 Road, D 1/2 Road between D 1/2 Court extending east to 30 Road, F 1/2 Road between 30 Road extending east to Lewis Gulch, and 26 1/2 Road between Horizon Drive north to G Road. RockSol is providing geotechnical investigations for this project.

24 and G Road Improvements | City of Grand Junction | Construction Manager/Testing Manager

This City of Grand Junction project consists of widening 24 Road by constructing southbound lanes west of the existing roadway and connecting the existing roadway with a landscaped concrete median, as well as the construction of a roundabout at the existing 24 Road and G Road intersection. RockSol is providing on-call testing and inspection support for this project.

Colorado Department of Transportation*

Trevor's duration with CDOT included reviewing projects in design and requesting various team members to work on projects including testers and inspectors (CDOT employees or consultants). When projects were advertised, he held project showings and would answer questions and log them onto the CDOT website. Once the project was awarded and the Notice to Proceed was given, he held the Project Preconstruction meeting with the contractor and partnering sessions. Prior to the project starting, he requested and received appropriate documentation such as Baseline Schedule, 205s (Sub Contractor's), Methods of Handling Traffic, and assigned project staff to various inspection/pay documentation duties. Once the project started, he held weekly progress meetings, entered pay documentation into SiteManager, generated pay estimates, wrote change orders, reviewed materials documentation, wrote 105s sometimes consisting of stop work, communicated with Region 3 Materials, coordinated with the CDOT Finals Engineer to perform interim documentation reviews, checked Certified Payrolls, and monitored staff hours with the assigned work. He made various decisions when there would be a conflict in the plans with what is on-site, this sometimes required more than just communication with the Resident Engineer. Once he accepted the project, he would final out his projects and deliver to the Finals Engineer within the required 10 days.

**Completed at previous employer*



Hank Gray

Materials Technician

5 Years of Experience | 2 Years with RockSol

Hank is a detail-oriented construction management professional who delivers high-quality work. His strong work ethic, common sense, and ability to prioritize projects are an asset on any project. Hank is an enthusiastic worker who is always willing to learn new skills and take on more responsibility. He is also skilled at building and maintaining professional relationships.

24 Road Multi-Modal Path | City of Grand Junction | Materials Tester/Inspector

This project constructed a new concrete pedestrian and bicycle trail from south of G Road to the existing trail at Woodspring Suites along the east side of Leach Creek and 24 Road. The improvements included earthwork, aggregate base course, concrete trail placement, construction of a pedestrian bridge, and electrical lighting along the path. Project work included approximately 1,760 square yards of new 6-inch concrete sidewalk underlain by 6 inches of Class 6 aggregate base course for the trail at Leach Creek and 24 Road, reinforced concrete abutments founded on H-piles to support a premanufactured steel bridge over Leach Creek, pedestrian lighting along the trail, and installation of a sanitary sewer extension. RockSol provided construction inspection and quality assurance materials testing services. Hank served as the lead inspector and tester.

US 550 Chipeta Road Signalization | Montrose County | Materials Tester/Inspector

This project consists of the construction of a traffic signal located on the intersections of Chipeta Road and Highway 550. Project work includes roadway widening, traffic signals, curb and gutter, paving, and striping. This project is being constructed under a CDOT access permit, and all project documentation will meet CDOT requirements. RockSol is performing construction management, inspection, and testing services for this project. Hank is serving as the lead inspector and tester.

Rocky Mountain Elementary Sidewalk and Ramps | Mesa County | Materials Tester

This project involved the construction of approximately 2,300 feet of new sidewalk and installing 7 ADA ramps in the area near the Rocky Mountain Elementary School in Mesa County. RockSol provided project management, contract administration, schedule reviews, responses to RFIs and other submittals, construction inspection, and quality assurance materials testing.

34-F.9 Bridge Replacement | Mesa County | Materials Tester

This project consisted of the demolition and reconstruction of the 34 Road bridge. This bridge is located about 400 feet south of the intersection of 34 Road and G Road and crosses over the Government Highline Canal. Multiple utilities were located on this bridge and had to be transplanted into the new structure. Road closures were required for the entire project. RockSol provided materials testing and special inspection services for this project. All documentation was completed per the CDOT Local Agency manual and submitted to Mesa County and CDOT for final acceptance.

Fire Station #8 | City of Grand Junction | Materials Tester/Specialty Inspector

This project is for the City of Grand Junction Fire Station #8. Project work includes earthwork, helical piers, foundations, concrete paving, reinforcement inspection, utility trenching and backfill, HMA, masonry, wood, and structural steel inspections. RockSol is providing geotechnical, inspection, and material testing services for this project.

US 50 & US 550 Montrose Resurfacing | CDOT Region 3 | Materials Tester

This project is located in the City of Montrose, Colorado on US 50 and US 550. Project work consists of 2.5-inch HMA mill and fill, 1-inch leveling with 1.5-inch HMA overlay, and culverts at US 50 mile marker 86 to mile marker 91.9 and US 550 mile marker 126.4 to mile marker 130.2. RockSol provided construction management, construction inspection, and materials testing services for this project.



Levi Basler

Materials Technician

3 Years of Experience | 3 Years with RockSol

Levi is a materials tester who is knowledgeable in quality assurance materials testing with experience testing asphalt, concrete, and soils within CDOT, city, and county specifications. Levi has excellent interpersonal skills which he incorporates into his daily activities as a materials tester. He understands materials properties and specifications and is able to follow appropriate safety guidelines.

SH 114 Sillsville South | CDOT Region 3 | Materials Tester

RockSol provided full project management including testing and inspection for the CDOT project on SH 114 between MM 0.0 to MM 30.0. Work included a 1 inch leveling, 1.5 inch HMA overlay, shoulder widening, guardrail upgrades, minor bridge repair, striping and delineation. Levi managed the CDOT Voids Acceptance lab on this project and was responsible for all materials acceptance testing and documentation.

2022 Overlay Program | Mesa County | Materials Tester

This program involved HMA overlay in various locations throughout Mesa County. RockSol provided on-call materials testing services for this program. Testing services included HMA mix verification, HMA voids acceptance testing, and HMA field density testing.

US 50 & US 550 Montrose Resurfacing | CDOT Region 3 | Materials Tester

This project is located in the City of Montrose, Colorado on US 50 and US 550. Project work consists of 2.5-inch HMA mill and fill, 1-inch leveling with 1.5-inch HMA overlay, and culverts at US 50 mile marker 86 to mile marker 91.9 and US 550 mile marker 126.4 to mile marker 130.2. RockSol provided construction management, construction inspection, and materials testing services for this project.

2022 Transportation Corridor Improvements | City of Grand Junction | Materials Tester

This project involves geotechnical investigations for pavement design for proposed transportation capacity improvements on four corridors in Grand Junction, Colorado. Improvements include roadway widening, drainage improvements, intersection improvements, pedestrian improvements, and potential CBC extension at Grand Valley Canal. Project locations include B ½ Road between 29 Road extending just east of 29 ¾ Road, D ½ Road between D ½ Court extending east to 30 Road, F ½ Road between 30 Road extending east to Lewis Gulch, and 26 ½ Road between Horizon Drive north to G Road. RockSol provided geotechnical investigations for this project.

2021 Overlay Program | City of Grand Junction | Materials Tester

The City of Grand Junction overlay program consisted of approximately 11,000 tons of HMA leveling and 2-inch overlay, 55,127 square yards of asphalt milling, approximately 1,062 linear feet of curb and gutter, 1,469 square yards of concrete driveway, 230 square yards of monolithic curb, gutter, and sidewalk, and 441 square yards of concrete ADA ramps. Additionally, there was approximately 2,100 square yards of minor widening for bike lane improvements on H Road including excavation, aggregate base course, and 3-inch HMA surfacing. This project included on-call testing and inspection services on High Country Court, Bogart Lane, Hoover Drive, and Crossroads Area.

Lincoln Park Stadium Improvements | City of Grand Junction | Materials Tester

This project consists of stadium improvements at Suplezio Field and Stocker Stadium in Grand Junction. Project work includes earthwork, concrete, foundations, HMA and concrete paving, masonry, and structural steel inspections. RockSol is providing on-call testing and inspection services for this project. Levi performed materials testing and specialty inspections, including the installation of helical piers.



Rick Gunther

Materials Technician

20 Years of Experience | 2 Years with RockSol

Rick is a highly experienced transportation construction professional with 20 years of experience. Rick's experience includes construction inspection, quality assurance materials testing, especially on projects requiring FEMA funding. He also has experience reviewing Stormwater Management Plans and MS4 reporting. Rick spent 12 years with the City of Grand Junction performing various construction inspection and materials testing roles and has excellent knowledge of the Mesa County area.

24 & G Road Improvements Phase II | City of Grand Junction | Materials Tester

This project consists of widening 24 Road by constructing southbound lanes west of the existing roadway, connecting the existing roadway with a landscaped concrete median, and the construction of a roundabout at the existing 24 Road and G Road. Approximate project quantities are as follows: 48,000 square yards of soil reconditioning, 15,000 tons of asphalt pavement, 4,500 square yards of concrete pavement, 26,000 linear feet of curb and gutter, 9,000 square yards of concrete sidewalk, 4,200 linear feet of irrigation piping, 2,300 linear feet of concrete storm drain piping, 300 linear feet of gravity sewer piping, 18,000 linear feet of electric conduit, 90 pedestrian lights, 6 water quality control structures, landscaping, and irrigation.

Redlands Parkway Shoreline Amenities | City of Grand Junction | Materials Tester

This project is for the City of Grand Junction to stabilize the bank and construct shoreline improvements including a concrete boat ramp at Redlands Parkway Boat Launch on the Colorado River. The Redlands Parkway Boat Ramp is a popular access to the Colorado River and also serves as access for emergency personnel. The parking area at this location also serves as an access to the Blue Heron and Monument View sections of the Riverfront Trail System. This project will replace the primitive river access with a concrete boat ramp, small craft walk-in access, beach access, and expand and improve parking for general use. Project work includes constructing one boat ramp, installing boulder bank terracing, enhancing pedestrian access, and enhancing upland parking area and amenities.

Riverfront Trail Repairs | City of Grand Junction | Materials Tester

This project for the City of Grand Junction is located at approximately 24 1/2 Road and River Road. The City of Grand Junction maintenance crews are making concrete trail repairs on the existing path. Project work includes 1,350 cubic yards of concrete placement. RockSol provided materials testing services.

Fire Station #8 | City of Grand Junction | Materials Tester/Specialty Inspector

This project is for the City of Grand Junction, Fire Station #8 located at 441 31 Road. Project work includes earthwork, helical piers, foundations, concrete, reinforcement inspection, utility trenching and backfill, HMA, concrete paving, masonry, wood, and structural steel inspections. RockSol provided materials testing services.

SH 13B Chip Seal MM 104-128.07 | CDOT Region 3 | Materials Tester/Inspector

This is a surface treatment project located within Moffat County north of Craig, Colorado along SH 13B with the project limits from MP 104 to 128.07. Project work includes a chip seal, rumble strips, pavement marking, and traffic control. Rick provided construction inspection and materials testing services.

28 1/4 Road and Hawthorne | City of Grand Junction | Materials Tester

This project will provide connectivity between 28 1/4 Road and Hawthorne Avenue. 28 1/4 Road will include the continuation of a center median, curb and gutter, landscape boulevard, and a sidewalk on both sides. Hawthorne Avenue will include curb and gutter, landscape boulevard, and a sidewalk on both sides of road. Project work includes 2,417 cubic yards of unclassified excavation, 1,844 tons of aggregate base course, 462 square yards of concrete sidewalk, 845 tons of asphalt pavement, 1,506 linear feet of various curb and gutter, sidewalk, utility relocations, pedestrian lighting, landscaping, and revegetation.



Audrey Kachin

Materials Technician

2 Years of Experience | 2 Years with RockSol

Audrey is a promising young materials technician who is currently earning her degree at Colorado Mesa University. Since joining RockSol, Audrey quickly acquired her testing certifications and has been providing quality assurance materials testing on various projects throughout Grand Junction and Mesa County. Her focus and attention to detail have made her a valuable asset to RockSol's Grand Junction laboratory.

Mesa County 32.5 Road and Clifton Campus Improvements | Mesa County | Materials Tester

This project is a Geotechnical Investigation and pavement design for the Clifton Campus Roadway Improvements Project in Mesa County, Colorado. The development of the Clifton Campus will impact traffic on Mesa County roadways. Mesa County anticipates improvements to D 3/4 Road, 32 1/2 Road, and evaluation of the Grand Valley Canal Structure for replacement or widening. This project will provide for professional services associated with the design, bidding, and construction phases of those improvements. This work is being completed in conformance with all applicable Colorado Department of Transportation and/or Mesa County standards and policies. RockSol is performing geotechnical investigations and pavement design services for this project. Audrey provided materials testing services in support of the geotechnical investigation.

US 550 Chipeta Road Signalization | Montrose County | Materials Tester

This project consists of installation of 2 new traffic signal poles on US 550 and Chipeta Intersection. The project is under CDOT oversight as a Level III Access Permit. Work included traffic control, concrete caissons, new traffic lights, boring for conduit, new traffic controllers, curb and gutter, and final striping. RockSol provided full construction management, inspection, and testing on this Montrose County project.

I-70 EB Auxiliary Lanes Frisco to Silverthorne | CDOT Region 3 | Materials Tester

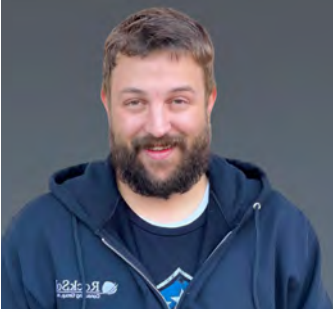
This project consists of auxiliary lane addition, widening of two significant bridges, and Exit 205 ramp improvements for Interstate 70 located in Summit County. The project length is approximately 3.5 miles. Project work includes earthwork, aggregate base course, major structure widening (F-12-Y and F-12-S), resurfacing, guardrail, drainage structures, culvert lining, overhead sign structures, game fence, scenic overlook improvement, epoxy pavement marking, and traffic control. RockSol is providing construction management, inspection, and materials testing services for this project. Audrey has provided testing services for Concrete, Earthwork and Paving operations, including all final materials documentation into LIMS and ProjectWise.

2022 Asphalt Overlay | City of Grand Junction | Materials Tester

This The City of Grand Junction overlay program included approximately, 18,787 SY of Asphalt Removal (panning), 3750 SY of Sub-Base Reconditioning, 3,382 Tons of ABC Class 6, 7,224 Tons of HMA (SX 64-22), 33 SY of Concrete Curb Ramp, 755 LF of Concrete Curb and Gutter, 117 SF of Concrete Crosswalk, 340 SY Concrete Median Cover, 2 EA Inlet Structures, and 50 LF of 18" RCP Storm Drain.

Juniata Structural Water Tank Foundation | City of Grand Junction | Materials Tester

This project consists of a Geologic Hazards and Geotechnical Investigation for the City of Grand Junction's Juniata Structural Water Tank Foundation project. Project work includes geotechnical investigation of the subsurface conditions at the site for the purpose of preparing foundation design recommendations. RockSol provided geotechnical investigation services for this project. Audrey provided materials testing services in support of the geotechnical investigation.



Dakota Petruzzi

Materials Technician

2 Years of Experience | 1 Year with RockSol

Dakota came to RockSol from the contractor side of the industry where he performed aggregate and asphalt sampling and laboratory testing for a construction company. He has experience in sieve analysis, asphalt binder content, bulk specific gravity, maximum theoretical specific gravity, sand equivalency tests, stabilities and lottmans tests, density tests via nuclear gauge, and more. Since joining RockSol, Dakota has performed quality assurance materials testing on projects for Mesa County, the City of Grand Junction, and CDOT.

SH 9 North of Silverthorne | CDOT Region 3 | Materials Tester

This project is a resurfacing and minor rehabilitation project on State Highway 9 located in Summit and Grand Counties. The project length is approximately 5 miles in Summit County and 10 miles in Grand County and the work consists of Hot Mix Asphalt, Guardrail Type 3, Chip Seal, Guardrail Type 7, and Class D Concrete for barrier repair. RockSol is providing construction inspection and materials testing services.

2022 Waterline Replacement | City of Grand Junction | Materials Tester

This project is for the City of Grand Junction to complete construction of approximately 7,500 linear feet of 6-inch C900 PVC water main with ¾-inch copper service line connections, valves, bends, couplings, tees, crosses, and the fire hydrant laterals. Project work also includes abandonment and capping of the existing water system at the connection locations as well as placement of 6-inch water main, fire hydrants, service connections, pipe bedding, embankment backfill, Class 6 ABC, HMA patching, concrete drain pan, concrete curb and gutter, and concrete sidewalk. RockSol provided materials testing and construction inspection services.

2022 Transportation Corridor Improvements | City of Grand Junction | Materials Tester

This project involves geotechnical investigations for pavement design for proposed transportation capacity improvements on four corridors in Grand Junction, Colorado. Proposed improvements include roadway widening, drainage improvements, intersection improvements, pedestrian improvements, and potential CBC extension at Grand Valley Canal. Project locations include B ½ Road between 29 Road extending just east of 29 ¾ Road, D ½ Road between D ½ Court extending east to 30 Road, F ½ Road between 30 Road extending east to Lewis Gulch, and 26 ½ Road between Horizon Drive north to G Road.

2022 Asphalt Overlay | City of Grand Junction | Materials Tester

This City of Grand Junction overlay program included approximately, 18,787 SY of Asphalt Removal (panning), 3750 SY of Sub-Base Reconditioning, 3,382 Tons of ABC Class 6, 7,224 Tons of HMA (SX 64-22), 33 SY of Concrete Curb Ramp, 755 LF of Concrete Curb and Gutter, 117 SF of Concrete Crosswalk, 340 SY Concrete Median Cover, 2 EA Inlet Structures, and 50 LF of 18" RCP Storm Drain.

Persigo Wastewater Treatment Plant Expansion | City of Grand Junction | Materials Tester

This project includes geotechnical investigations for foundation and pavement design recommendations for the proposed expansion at the Persigo Wastewater Treatment Facility. Proposed project improvements consist of several facility additions including a dewatering building, a blower building extension to the existing activated sludge basins, and a canopy structure over the existing UV basins. RockSol provided geotechnical investigation services for this project.



Richie Staats

Materials Technician

2 Years of Experience | 2 Years with RockSol

Richie is a materials technician with experience in asphalt and concrete quality assurance materials testing in both field and laboratory settings. He is a Grand Junction local who has been a dependable addition to RockSol's Grand Junction laboratory and his knowledge of the area make him a valuable asset.

2022 Curb, Gutter, and Sidewalk Replacement | City of Grand Junction | Materials Tester

This project consists of 80 linear feet of curb and gutter, 310 square yards of monolithic curb, gutter, and sidewalk, 800 square yards of sidewalk, 50 square yards of concrete intersection corners, 10 square yards of concrete drainage pan, and 200 square yards of driveway. There are 35 locations identified for work. Many locations are minor repairs and will be at the discretion of the project engineer if testing will be required on small quantities at these various locations. RockSol provided testing services.

Partial Reconstruction of South Rim and Kansas Ave. | City of Grand Junction | Materials Tester

This project will partially reconstruct sections of South Rim Drive, Kansas Avenue, and 5 associated cul-de sacs that show a failed pavement condition. This project will remove the existing pavement, recondition base course, and pave a new HMA pavement surface. Drainage patterns will largely be maintained but a slight crown will be added to the roadway to enhance water shedding. The project includes approximately 14,398 square yards of asphalt mat removal, 14,348 square yards of existing base course reconditioning, 42 square yards of concrete gutter, 2,802 tons of asphalt pavement, utility adjustments, and reset of landscaping. If necessary, a FDR in specific locations may be implemented that would include a 24-inch thick section of Class 3 ABC for subbase material.

2022 Transportation Corridor Improvements | City of Grand Junction | Materials Tester

This project involves geotechnical investigations for pavement design for proposed transportation capacity improvements on four corridors in Grand Junction, Colorado. Proposed improvements include roadway widening, drainage improvements, intersection improvements, pedestrian improvements, and potential CBC extension at Grand Valley Canal. Project locations include B 1/2 Road between 29 Road extending just east of 29 3/4 Road, D 1/2 Road between D 1/2 Court extending east to 30 Road, F 1/2 Road between 30 Road extending east to Lewis Gulch, and 26 1/2 Road between Horizon Drive north to G Road.

2022 Asphalt Overlay | City of Grand Junction | Materials Tester

This City of Grand Junction overlay program included approximately, 18,787 SY of Asphalt Removal (panning), 3750 SY of Sub-Base Reconditioning, 3,382 Tons of ABC Class 6, 7,224 Tons of HMA (SX 64-22), 33 SY of Concrete Curb Ramp, 755 LF of Concrete Curb and Gutter, 117 SF of Concrete Crosswalk, 340 SY Concrete Median Cover, 2 EA Inlet Structures, and 50 LF of 18" RCP Storm Drain.

2022 Waterline Replacement | City of Grand Junction | Materials Tester

This project is for the City of Grand Junction to complete construction of approximately 7,500 linear feet of 6-inch C900 PVC water main with 3/4-inch copper service line connections, valves, bends, couplings, tees, crosses, and the fire hydrant laterals. Project work also includes abandonment and capping of the existing water system at the connection locations as well as placement of 6-inch water main, fire hydrants, service connections, pipe bedding, embankment backfill, Class 6 ABC, HMA patching, concrete drain pan, concrete curb and gutter, and concrete sidewalk. RockSol provided materials testing and construction inspection services.

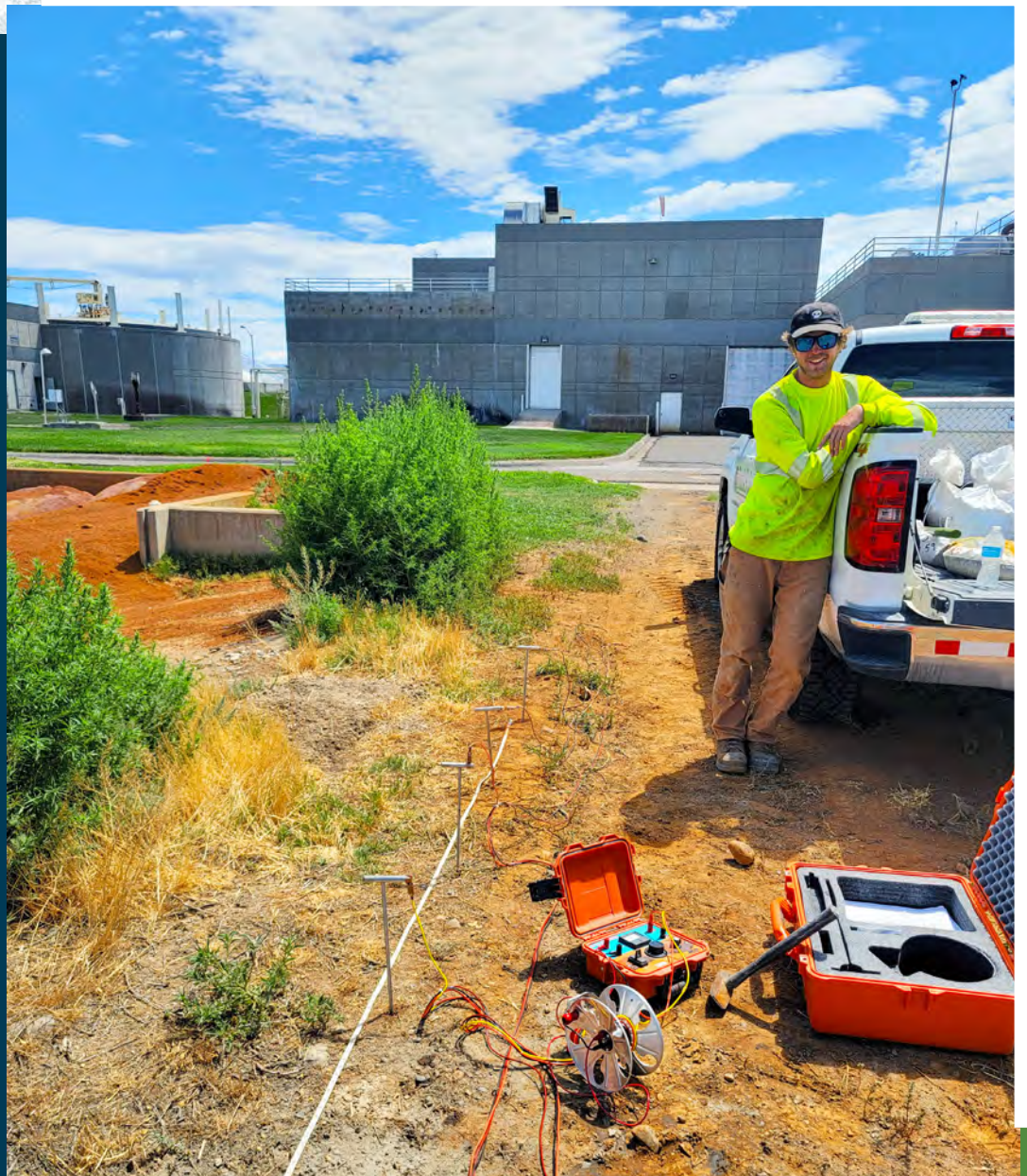
I-70 Vail Pass Safety and Operations | CDOT Region 3 | Materials Tester

This I-70 Vail Pass Safety & Operations project is located along I-70 in Eagle and Summit Counties, from approximately Milepost (MP) 180-191.5. The purpose of the project is to improve safety and operations on Eastbound and Westbound I-70 on West Vail Pass. RockSol is providing construction management, inspection, and materials testing services for this project.

Grand Junction Office



**566 West Crete Circle, Unit 2
Grand Junction, CO 81505
T: 970-822-4350**



DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Project: RFP-5346-24-KF

Additional Insureds Includes: The City of Grand Junction, its elected and appointed Officials, employees, and volunteers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

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. 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.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

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

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

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" 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.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(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;

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

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

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver 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 its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or 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" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or 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" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) 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 replaces the last sentence of 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 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.

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

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

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

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

If the insured has agreed in a written 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 and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

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

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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

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

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

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

(6) 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.

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

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

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a) , (b) , or (c) above is directed.

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A .

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$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.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a) , (b) , (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide 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.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C ;
 - b. Damages under Coverage A , except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B .
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A ; and
 - b. Medical expenses under Coverage C ; because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the "Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for 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 to 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), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees 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;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or 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 Paragraph 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 policy 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.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or
- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

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.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

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

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

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

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

- (a) Appropriates a person's name, voice, photograph or likeness; or
- (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1)** Fire;
 - (2)** Explosion;
 - (3)** Lightning;
 - (4)** Smoke resulting from fire, explosion or lightning; or
 - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

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

23. "Property damage" means:

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

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

24. "Slogan":

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
 - (1)** Any person or organization, other than you; or
 - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6806H281978
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

CG 20 37 07 04

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GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER: 6806H281978
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) Or ORGANIZATION(S): Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the bodily injury or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.

B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY;

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an

GENERAL PURPOSE ENDORSEMENT
OFFICE PAC

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

offense committed, after:

1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED;
OR
2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

CGD361 0305

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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.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION 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:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. 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:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) 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.

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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 WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

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