

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DAVE BANG ASSOCIATES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 27, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Dave Bang Associates, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 14X-BANG-0220 dated February 20, 2015 (the "Mohave Contract"), as amended by that Extension of Contract, dated January 8, 2016, and that Agreement to Amend, dated June 14, 2016, for the Contractor to provide playground, fitness and related equipment. A copy of the Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Mohave Contract, at its discretion and with the agreement of the awarded Contractor, and the Mohave Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with playground, fitness and related equipment, as more particularly set forth in Section 2 below on an "as-required" basis (the "Materials and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until February 19, 2017 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Mohave Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Mohave Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this

Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Mohave Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Mohave Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Mohave Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Mohave Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$9,999.00 for the Materials and Services at the unit rates set forth in the Mohave Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$29,997.00.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the Mohave Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mohave Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mohave Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Mohave Contract, the Town shall be afforded all of the rights and privileges afforded to Mohave and shall be "Mohave" (as defined in the Mohave Contract) for the purposes of the portions of the Mohave Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and

any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to Contractor: Dave Bang Associates, Inc.
 P.O. Box 8760
 Mesa, Arizona 85214
 Attn: Stephen Ross

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

“Contractor”

DAVE BANG ASSOCIATES, INC.,
an Arizona corporation

By: *Brad Enslin*

Name: Brad Enslin

Title: VP / CFO

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 10, 2016, before me personally appeared Brad Enslin, the VP / CFO of DAVE BANG ASSOCIATES, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



Shanna Liles
Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DAVE BANG ASSOCIATES, INC.

[Mohave Contract]

See following pages.

dave bang assoc., inc.

**** Since 1979 ****

Quotation

AZ 101520

P.O. Box 8760, Mesa, Arizona 85214
(480) 892-2266 (800) 456-7903 FAX (480) 833-1311

To **Town of Fountain Hills**
Attn: Kevin Snipes
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

| | |
|---------------------------------------|------------------------------------|
| Quotation Date May 26, 2016 | Salesperson Stephen Ross |
|---------------------------------------|------------------------------------|

Terms
Net 30

Mohave Contract #14X-BANG-0220

| | | |
|---|-----------------------------|---------------------------------|
| Estimated Shipping Date 3-5 Weeks | Shipped Via Truck | F.O.B. Fountain Hills |
|---|-----------------------------|---------------------------------|

| Quantity | Description | Unit Price | Total Extended |
|----------|---|------------|----------------|
| 1 | Urbanscape #CA1114C, 6' Bench with Back and Arms, Camden Series, Rod Pattern, portable / surface mount Color: YOKE WHITE with Yoke White Frame | | 947.00 |
| | Less Mohave Discount | | (142.05) |
| | | | <hr/> 804.95 |
| | Tax 8.05% | | 64.80 |
| | Shipping | | 472.50 |
| | TOTAL DELIVERED | | <hr/> 1,342.25 |
| | *Installation NOT included *Shipped by Common Carrier - Will need 2-3 people to unload | | |
| | THANK YOU FOR THIS CHANCE TO QUOTE | | |

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION, VENUE SHALL BE MESA, AZ

By Stephen Ross Accepted _____ Date _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

Thank You!

urbanscape® CAMDEN (CONT.)

\$514

TE3F31P ▼

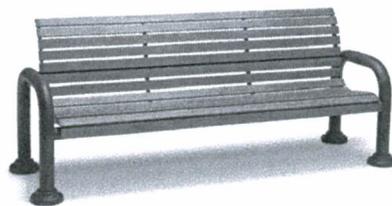


\$361

◀ PE7531P

\$749

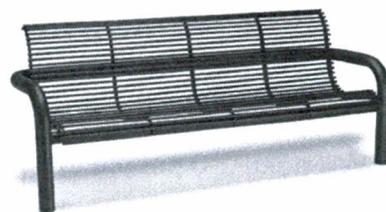
▲ CA1111I



\$847

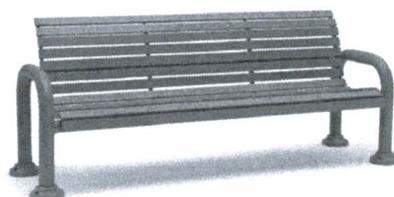
◀ CA1112C

like this ONLY Surface Mount



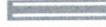
\$941

◀ CA1114I



\$847

◀ CA1119C

| MODEL | DESCRIPTION  SQUARE PERFORATION | WEIGHT | PRICE |
|---------|--|---------|----------|
| CA1111C | 6' Bench with back, with arms - Square perforation - Portable/Surface-mount | 188 lb. | \$755.00 |
| CA1111I | 6' Bench with back, with arms - Square perforation - In-ground | 185 lb. | \$749.00 |
| MODEL | DESCRIPTION  ROUND PERFORATION | WEIGHT | PRICE |
| CA1116C | 6' Bench with back, with arms - Round perforation - Portable/Surface-mount | 188 lb. | \$755.00 |
| CA1116I | 6' Bench with back, with arms - Round perforation - In-ground | 185 lb. | \$749.00 |
| MODEL | DESCRIPTION  HORIZONTAL SLAT | WEIGHT | PRICE |
| CA1119C | 6' Bench with back, with arms - Horizontal slat - Portable/Surface-mount | 152 lb. | \$847.00 |
| CA1119I | 6' Bench with back, with arms - Horizontal slat - In-ground | 149 lb. | \$842.00 |
| MODEL | DESCRIPTION  FAUX-WOOD | WEIGHT | PRICE |
| CA1112C | 6' Bench with back, with arms - Faux-wood - Portable/Surface-mount | 152 lb. | \$847.00 |
| CA1112I | 6' Bench with back, with arms - Faux-wood - In-ground | 149 lb. | \$842.00 |
| MODEL | DESCRIPTION  ROD | WEIGHT | PRICE |
| CA1114C | 6' Bench with back, with arms - Rod - Portable/Surface-mount | 315 lb. | \$947.00 |
| CA1114I | 6' Bench with back, with arms - Rod - In-ground | 312 lb. | \$941.00 |

Surface and In-ground mounts must be adequately anchored.

CAMDEN CONTINUED ▶



CERTIFICATE OF LIABILITY INSURANCE

DAVEB-4

OP ID: YT

DATE (MM/DD/YYYY)
05/19/16

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

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

| | | | |
|--|--|---|------------------------------------|
| PRODUCER THE MAHONEY GROUP - MESA 1835 South Extension Road Mesa, AZ 85210-5942 Nancy K. Draper-Clark | Phone: 480-730-4920 Fax: 480-730-4929 | CONTACT NAME: Tammy Demeter PHONE (A/C, No, Ext): 480-214-2707 E-MAIL ADDRESS: tdemeter@mahoneygroup.com | FAX (A/C, No): 480-730-4929 |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Dave Bang Assoc. Inc. Attn: Brad Enslin PO Box 8760 Mesa, AZ 85214-8760 | INSURER A: Burlington Insurance Company | | 23620 |
| | INSURER B: Nationwide Mutual Insurance | | 23787 |
| | INSURER C: Hartford Fire Insurance Co. | | 19682 |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|--|---|---------------|-------------------------|-------------------------|---|--|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$2,500 Deductible per Claim GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X X | HGL0043433 | 05/13/16 | 05/13/17 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1M/1M | | |
| | B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | ACP7382667444 | 05/13/16 | 05/13/17 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ | X | HFF0003488 | 05/13/16 | 05/13/17 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | X | 59WECKZ3057 | 05/13/16 | 05/13/17 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Project: Any & All

See Cert Holder Notes.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| T----- Town of Fountain Hills 16705 E Ave of the Fountain Fountain Hills, AZ 85268 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nancy Draper Clark</i> |
|--|--|

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NOTEPAD:

HOLDER CODE T-----
INSURED'S NAME Dave Bang Assoc. Inc.

DAVEB-4
OP ID: YT

PAGE 2
DATE 05/19/16

If required by written contract, Town of Fountain Hills and its agents, representatives, officers, directors, officials and employees are additional insureds on General Liability including primary noncontributory & waiver of subrogation wording per attached forms CG2033 (07/04), CG2037 (07/04), BGG243 (09/99) & CG2404 (05/09).

Waiver of subrogation on Work Comp per attached form WC000313.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

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

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| <p>Any owner, lessee or contractor with whom you have agreed, in a written contract, that such person or organization should be an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.</p> | <p>Any and all of your Completed Operations.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

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" or "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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – OTHER INSURANCE PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

| Attached to and forming a part of Policy Number | Endorsement Effective (Standard Time) | | | | | Endorsement Number |
|--|--|----|------|-------|------|--------------------|
| | mm | dd | yy | 12:01 | A.M. | |
| HGL004343 | 05 | 13 | 2016 | | | |

(The above information is required only when this endorsement is issued subsequent to preparation of the policy.)

Authorized Representative

Date

SCHEDULE

Name of Person or Organization:

Any person or organization with whom you have agreed, in a written contract, that such person or Organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Name of Contract or Project:

Any written contract that is fully executed prior to an "occurrence" in which coverage is sought under this policy in which you have agreed to provide such insurance for the person or organization shown above.

Except as otherwise provided herein, it is agreed that such insurance as is afforded by this policy for the benefit of the person or organization shown in the Schedule, shall be primary insurance. Any other insurance purchased by the Person or Organization named, for the protection of itself against claim, loss, or liability, shall be excess and non-contributory but only:

- a. as respects any claim, loss or liability arising out of "your work" for that Person or Organization, and
- b. only if such claim, loss or liability is determined to be due solely to your negligence.

If other insurance, available to the Person or Organization named other than that purchased by it for its own protection,

- a. is primary insurance, then this insurance is excess over any of the other insurance and the provisions of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,
- b. Excess Insurance, apply.
- b. permits contribution by equal shares, then we will share with all that other insurance by the method described in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, c. Method of Sharing.

In no event shall this insurance be primary to any other insurance that names as an additional insured any person or organization named in the Schedule. This insurance shall be either excess to, or contribute on the same level as, any such other insurance as is provided above.

It is a condition of this endorsement that the person or organization named in the schedule shall also have been previously or simultaneously endorsed to this policy as an additional insured.

All of the provisions and exclusions of the policy that apply to LIABILITY COVERAGES also apply to this endorsement.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed, in a written contract to waive the transfer of rights of recovery against others to us, provided such written waiver is fully executed prior to an "occurrence" in which coverage is sought under this policy.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

