

**JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
GCON, INC.**

THIS JOB ORDER MASTER AGREEMENT (this "Contract") is entered into as of March 19, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and GCON, Inc., a(n) Arizona corporation (the "Contractor").

RECITALS

A. The Town issued a Request for Qualifications, CS2019-006, Construction Services (the "RFQ"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking statements of qualifications from vendors for construction and related services.

B. The Contractor submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for Construction Services (the "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 Contract. This Contract shall be effective as of the date first set forth above and shall remain in full force and effect for one year with up to four (one) year renewable options.

2. Job Order Master Contract Process.

2.1 Indefinite Delivery and Quantity. This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction Services within the scope of this Contract as Town may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders will generally include Design Services and where Design Services are necessary, Town will contract for those services separately. A separate Job Order will be issued for each Project describing the specific Work to be performed by the Contractor for that Project. There may be multiple Projects, and, therefore, multiple Job Orders, under this Contract.

2.2 Non-Exclusive Contract. Town shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition, as to any Job Order, Town may elect to have Design Services provided by Town's internal

consultants or by independent Design Professionals. Such action by Town shall not constitute a breach or otherwise violate this Contract.

2.3 No Obligation for Town. This Contract does not obligate or require Town to offer any Job Order to Contractor and no Contract will exist for any specific Work until a Job Order for such Work has been fully executed by Town and Contractor.

2.4 Scope of Work Under This Contract. This Contract is for a broad range of maintenance, repair and minor construction work on real property. The scope of this Contract will be to provide construction services, including minor associated incidental design services, for a broad range of Town renovation and construction projects and will include a variety of trades as set forth on Exhibit B.

2.5 Contract Price for Each Job Order. The amount to be paid by Town for the Project under each Job Order is the Contract Price for the Job Order. The Contract Price includes the Contract Price for the Work. The Contract Price for any Job Order may be a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following:

A. The cumulative sum of the Job Orders performed by Contractor during any twelve (12) month period shall not exceed \$125,000.00.

B. There is no limit on the number of Job Orders that Town may issue to Contractor during any twelve (12) month period of this Contract or during the entire period this Contract is in effect.

C. Contractor may not refuse any Job Order under this Contract properly issued by Town, unless Contractor explains, in writing and to Town's satisfaction, that the scope of work under a specific Job Order is poorly defined or hazardous to health or safety.

2.6 Job Order Format. Each Job Order shall be in the form attached as Exhibit C hereto and shall not be effective or binding until fully executed by all parties.

2.7 Job Order Development. The general steps for development of a Job Order are:

A. When Town identifies a need for performance of a Project under a Job Order, Town will issue a request to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, Town will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) working days of receipt of this notification, or such other time as set by Town, Contractor will:

- (i) Visit the proposed site of the Project with Town designated representatives; and
- (ii) Arrange with Town to further define the scope of the needed Project.

B. Contractor will thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

C. Town will arrange for any needed Design Services to produce the Drawings and Specifications, with a copy to Town and a copy to Contractor. Design Services will not begin until the scope of Design Services is approved by Town. The Drawings and Specifications developed as part of the Design Services are subject to approval by Town. If there are no Design Services required for a specific Job Order, Town will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

D. Upon establishment of the scope of Work needed for a Project, Contractor will prepare its proposal for accomplishment of the Project under either a Fixed Price or a Guaranteed Maximum Price (GMP), as in a form and substance determined by Town. GMP (Open Book) pricing shall consist of direct job cost, project-specific general conditions, general and administrative cost, profit, Bond cost and sales tax will be added to Open Book pricing for total Job Order Cost.

2.8 Issuance of Job Orders. The Town Representative will compare the Contractor's Job Order Proposal with Town's estimate, schedules and other requirements, and then, if the Town Representative determines it is in the best interest of Town, arrange a meeting with Contractor, at which time the Contractor's Job Order Proposal will be discussed and negotiated. If the Town Representative determines that it is in the best interest of Town, Town shall then issue a completed Job Order, in the form attached as Exhibit C, to Contractor for execution.

### 3. Performance of the Work.

3.1 Specifications. The Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, current edition ("MAG Specifications"), Maricopa Association of Governments, Standard Details for Public Works Construction, current edition ("MAG Details"), have been adopted by Town and shall apply to the Work, to the extent applicable. In addition, to the extent Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications or MAG Details (collectively the "Town Specifications"), those Town Specifications shall apply to the Work when and where appropriate and the Contractor shall fully comply therewith. Any questions or concerns about the applicability of any specific MAG or Town Specifications to the Work shall be directed in writing to the Project Engineer. The MAG Specifications, MAG Details and Town Specifications are incorporated into the Contract.

3.2 Coordination. Contractor shall be responsible for coordinating the performance of the Work with the Project Engineer, Project Manager, Engineering Department and other departments or agencies within Town, the design professionals and other contractors involved in the Project. Contractor shall also cooperate with Town in communicating with,

obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.

3.3. Inspection/Reporting. Before starting the Work, the Contractor shall carefully study and compare the various plans, drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by Town, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to Town in such form as Town may require. The Contractor shall be liable to Town for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents if the Contractor, with the exercise of reasonable care should have recognized such error, inconsistency, omission or difference and fails to report it to Town. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the work installed by other contractors, is not guaranteed by Town. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to Town, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

3.4. Extra Work/Changes in the Work/Approvals. Town reserves the right to make such changes in the plans and specifications for the Work, within the general scope thereof, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

A. Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work; on all such Change Orders and Extra Work Orders, Contractor shall specify the increased and/or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order or Extra Work Order. In no event, however, will the Contractor be entitled to collect for overhead and profit for such changes more than the percentages of Contractor's actual and direct cost incurred in such change as set forth in the corresponding Change Order. If additional work is performed on the basis of an Extra Work Order, a corresponding Change Order shall be prepared, approved and processed by Town before payment can be made to Contractor.

B. Upon request by Town, Contractor shall submit for Town's prior approval all samples, product data, shop drawings on all materials, systems and equipment to be incorporated into the Work.

C. The Project Manager shall be designated by the Town. All communications concerning performance of the Work or the Project shall be provided to the designated Project Manager, who has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. The Project Manager has no authority to bind Town or Town Council in contravention of any Town Code, State or Federal statute or regulation, or this Contract. Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of Work or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

3.5. Time/Float. Contractor shall strictly comply with the Project schedule approved in writing by Town (the "Contract Time"). The Contract Time shall start with the Notice to Proceed and end with final acceptance of the Work. Contractor shall commence performance of the Work and complete the Project through both substantial completion and final acceptance within the Contract Time, and failure to do so shall be a material breach of the Contract.

A. Time is of the essence of the Contract, for the Project, for the Work, and for each phase and/or designated milestone thereof.

B. No modification to the Contract Documents or the Contract Time shall be effective unless approved in writing, in advance, by Town.

C. The total float time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of float as needed to meet contract milestones and the Project completion date.

4. Payments. Payments shall be made as follows:

4.1 Progress Payments.

A. Progress billings will be processed monthly starting upon Project commencement.

B. Contractor billings shall be submitted on Contractor's typical invoice form.

C. A list of all suppliers (including name, contact information and phone numbers) to be used by Contractor must be received and approved by Town, prior to release of Contractor's monthly progress payment. Town's approval of Contractor's suppliers shall not release Contractor from any of its obligations under this Contract, including without limitation, Contractor's indemnification, and insurance obligations.

D. If required by Town, Contractor will be required to execute an Unconditional Waiver and Release on Progress Payment or Unconditional Waiver and Release on final payment contemporaneously with the receipt of partial or final payments, or other form of acknowledgment of payment and/or release of claims as required by Town,

as well as unconditional lien waivers executed by subcontractors and/or suppliers who have provided labor, materials, or rental equipment to Contractor. Payments of any amounts covered by any conditional lien waivers may, at Town's sole discretion, be made by joint check issued to the Contractor and the subcontractor or supplier.

E. Contractor shall submit all other supporting documentation substantiating its Invoice as may be reasonably required by the Engineer, Project Manager, Town, and applicable laws.

4.2 Final Payment. Final payment including retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and accepted by Town and Engineer; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings, plans and specifications have been delivered to Town; (iii) if required by Town, full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Town; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town an Invoice requesting payment. The Contract number must be referenced on all invoices.

4.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which the Contractor is responsible, including, without limitation:

- A. defective Work not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Town is provided by the Contractor;
- C. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- D. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. damage to Town or another contractor;
- F. reasonable evidence that the Work will not be completed within the Contract Time set forth in Exhibit B (or otherwise by Town), and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- G. persistent failure to carry out the Work in accordance with the Contract Documents.

4.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of Town it is advisable, payments may be made directly to

Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

4.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

4.6. Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for Work performed.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, without limitation, all of Contractor's applicable licenses issued by the Arizona Registrar of Contractors. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set

forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

9. Work Standards, Warranties and Correction of Work. All materials and other items incorporated into the Work shall be new, and all Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans, specifications, schedules, Contract Documents and all other terms and conditions of the Contract.

9.1 Express Warranties. Within fourteen (14) days of the completion of the Work (or at such earlier time as requested by Town), Contractor shall execute and deliver to Town all warranties regarding the Work required by the Project plans and specifications. These warranties shall be in form and content satisfactory to Town, and any other person reasonably requested by Town, or Town's lender(s).

9.2 Standard Warranty. In the absence of any requirement for warranties in the Project specifications, Contractor hereby warrants that the Work shall be free of any defects in quality or workmanship for a period of two (2) years after the date of completion and acceptance of the Project by Town.

9.3 Correction of Work. The Contractor shall promptly correct Work rejected by the Project Engineer, Project Manager, or Town as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of (two) 2 years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, Town may correct it and the Contractor shall reimburse Town for the cost of correction.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify 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") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do

business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with

respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations

by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Contractor, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Agreement.

12.7. Upon any termination of the Contract, no further payments shall be due from Town to Contractor unless and until Contractor has delivered to Town any and all documentation required to be maintained by Contractor or provided by Contractor to Town.

12.8. Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work

as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

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

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 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 (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) 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: Town of Fountain Hills  
4711 East Falcon Drive, Suite 111  
Mesa, Arizona 85215  
Attn: Aaron D. Arnson, Town Attorney

If to Contractor: GCON, Inc.  
1606 West Whispering Wind Drive  
Phoenix, Arizona 85085  
Attn: Michael Thomas Godbehere, President

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 (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) 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.

13.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.17 below, Contractor's and its subcontractor's 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 (A) 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 (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, 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 subsection. 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 subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 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 subcontractor's 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.

13.18 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," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Contractor's SOQ, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

13.22 Special Provisions. The Contract created by this request and the resulting request for qualifications will automatically renew for up to four successive one-year terms, unless the Vendor notifies the Town in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent renewal year unless the Vendor notifies the Town in writing of any rate increase and the Town approves the increase with an authorized signature, prior to the end of the then-current term.

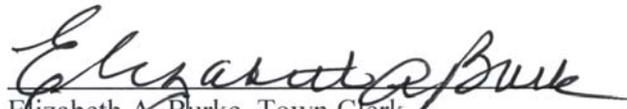
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
Grady E. Miller, Town Manager

ATTEST:

  
Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

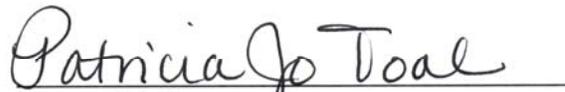
  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On March 26, 2019, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

**“Contractor”**

GCON, INC.  
a(n) Arizona corporation

By: 

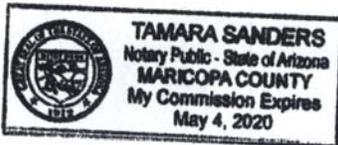
Name: Tiffany Fisher

Title: Director of Public Works

(ACKNOWLEDGMENT)

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

On February 28, 2019, before me personally appeared Tiffany Fisher the Director of Public Works of GCON, INC., a(n) 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.



(Affix notary seal here)

  
Notary Public

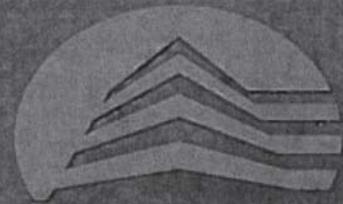
EXHIBIT A  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
GCON, INC.

[SOQ]

See following pages.



TOWN OF  
**FOUNTAIN HILLS**  
*Arizona*



**GCON**  
*Plan. Build. Deliver.*

STATEMENT OF QUALIFICATIONS  
General Construction Services for  
Town of Fountain Hills

CS2019-006  
JANUARY 07, 2019  
COPY

Fountain Hills



Town Hall

# GCON

January 7, 2019

Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, AZ 85268

RE: Request for Qualifications for General Construction Services | RFQ # CS2019-006

Dear Selection Committee Members:

GCON is excited to submit our qualifications and experienced team to you for consideration of the General Construction Services for the Town of Fountain Hills. We appreciate this opportunity, to offer an expert team of proven construction professionals with significant, related experience.

We have selected key individuals for this program based on General Construction Services completed under a Job Order Contracting basis. Our firm and dedicated team will provide the Town of Fountain Hills the following key qualifications:

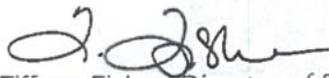
**DEDICATED DIRECTOR:** As your proposed Program Director and main point of contact, you receive a seasoned veteran with over 31 years of construction experience focused on Public Construction Services under a Job Order Contracting basis. More than 90% of my portfolio is derived from job order contracts. This expertise provides the Town of Fountain Hills the advantage of a team leader with meticulous planning and organization skills to meet the requirements and complexities of performing multiple task orders simultaneously. I, as your proposed JOC Program Director hold both a 60 Hour ACE Certification in Job Order Contracting and Unit Price Book Certification. In total, I have completed more than \$65 million in Job Order Contracts throughout Arizona.

**DEDICATED TEAM:** Our proposed team provides General Construction Services completed under a Job Order Contracting basis all year around. Our team has successfully completed projects for multiple clients throughout the State and understands how small projects and task orders work from responsiveness and quick turnaround to best pricing and quality deliverables. They bring forth team continuity and are immediately available to start supporting this contract. GCON offers additional resources that are similarly qualified and can provide support to this team as needed throughout the contract duration. The Town of Fountain Hills will immediately realize the ease, reliability and **NIMBLENESS** of working with GCON and its proposed team.

**YOUR ADVOCATE:** As your construction advocate, we will always look for opportunities to reduce costs without compromising the overall integrity and intent of the scope or functionality of the project design.

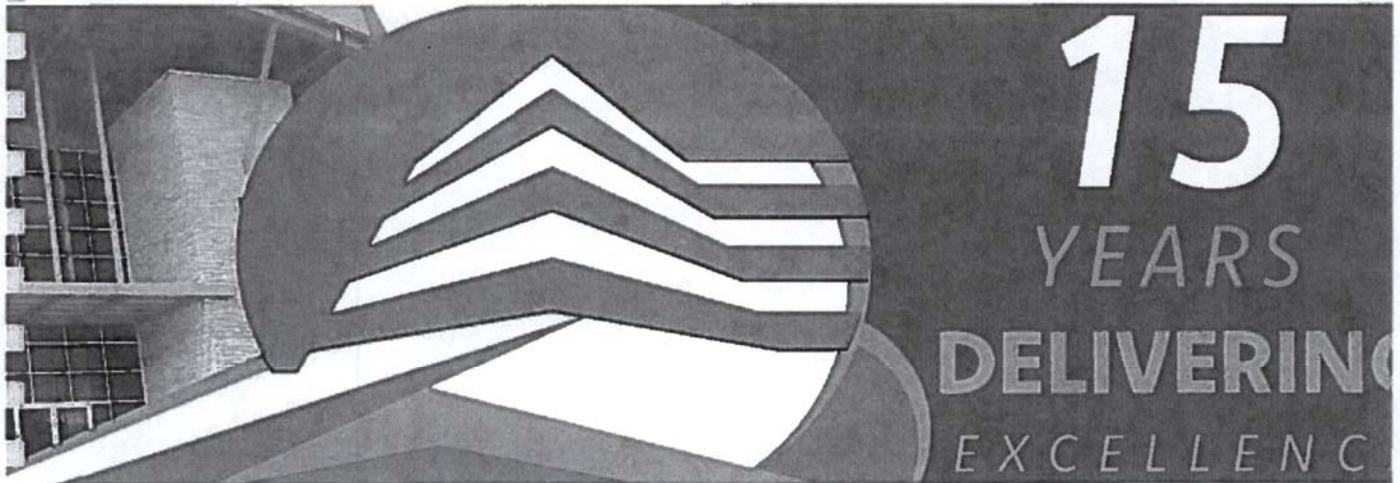
As a continuous partner in the growth of municipal facilities in Arizona, we are eager to showcase our expertise and knowledge of Job Order Contracting. During the process, it is GCON's priority to raise the bar for safety, quality, service and reliability. The GCON team understands that our success depends on how well we deliver our promise to you. GCON acknowledges Addendum 1 issued January 2, 2019.

Respectfully submitted,



Tiffany Fisher, Director of Public Works  
GCON Inc.

Plan. Build. Deliver.



**2. Provide Vendor identification information. Explain the Vendor's legal organization.**  
legal name GCON is an Arizona corporation operating under the legal name of GCON Inc.

**Address**  
1606 West Whispering Wind Drive  
Phoenix, AZ 85085

**Identification Number**  
Federal Employer Identification Number  
68-0542135

**Legal Form of the Vendor**  
GCON is a corporation

**3. Location of the Vendor's principal office.**  
1606 West Whispering Wind Drive  
Phoenix, AZ 85085

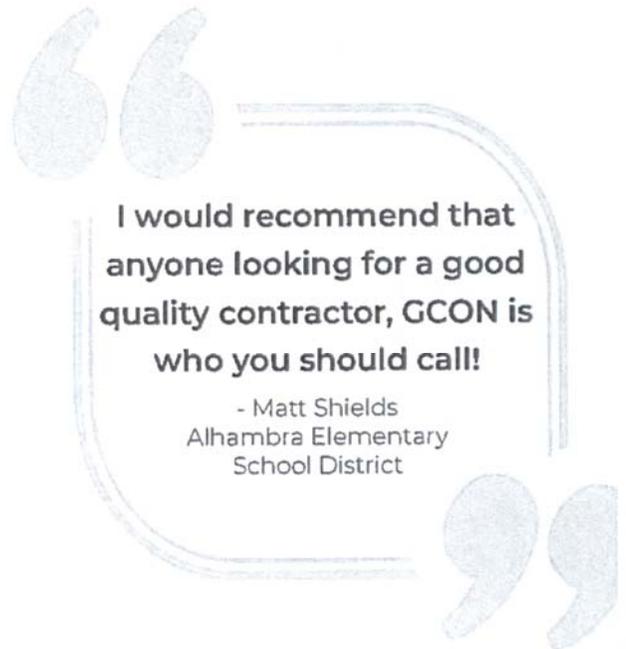
**4. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.**  
GCON Inc. has been in business for over 15 years providing Arizona clients outstanding construction services. We strive for excellence and we have unparalleled experience in the construction industry.

GCON provides construction services through several delivery methods including Construction Manager at Risk (CMAR), Job Order Contract (JOC), Design Build (DB) and Design Bid Build (Bid).

**5. Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years.** None

**6. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years.** GCON strives to work out all contractual issues with open communication and direct discussions. Being fully transparent, GCON in the last five years has completed over \$200 Million dollars in projects with only one pending arbitration.

**7. Identify whether Vendor has been debarred by any federal, state or local government entity within the last five years, including the government entity, the circumstances of the debarment determination, whether the debarment is still in effect, and contact information for the debarring office and officer.** None



**IV. Vendor Information**

By submitting an SOQ, the submitting Vendor certifies that it has reviewed the entire RFQ, including Appendix 1 and Appendix 2, if awarded the Agreement, agrees to be bound by all terms and conditions contained therein.

GCON Inc. 07-671263-E  
VENDOR SUBMITTING SOQ FEDERAL TAX ID NUMBER

Tiffany Fisher, Director of Public Works   
PRINTED NAME AND TITLE AUTHORIZED SIGNATURE

1606 West Whispering Wind Drive 480.322.8636 623.581.3302  
ADDRESS TELEPHONE FAX #

Phoenix AZ 85085 January 7, 2018  
CITY STATE ZIP DATE

WEB SITE: www.GCONinc.com E-MAIL ADDRESS: TiffanyF@GCONInc.com

ROC License Numbers and Classifications: Class B-01 ROC182765

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

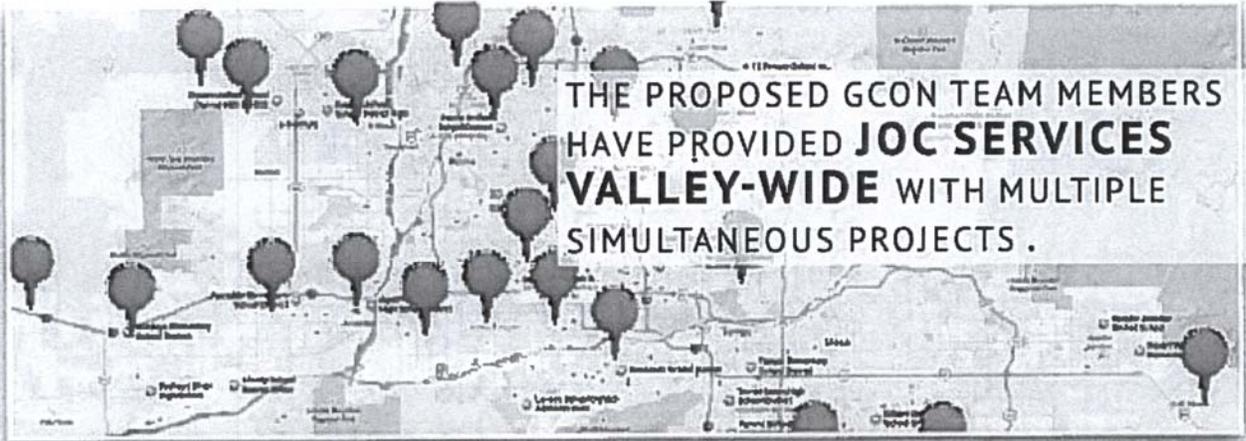
- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.

No, GCON is not a certified minority or woman-owned business enterprise.

## TAB B | Experience and Qualifications

1. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size and in a similar climate to the Town within the past five (5) years, specifically relating experience with respect to Services.



# GCON GENERAL CONSTRUCTION SERVICES COMPLETED UNDER A JOB ORDER CONTRACTING BASIS

### PARADISE VALLEY UNIFIED SCHOOL DISTRICT

Hidden Hills Civil Work  
Hardware Replacement  
Wireless Lock Replacement  
Access Control Upgrades  
Access Controls - Multiple Campuses  
Paradise Valley Hardware Modifications

### PENDERGAST ELEMENTARY SCHOOL DISTRICT

Garden Lakes STEM Academy  
Amberlea Classroom Renovation  
Amberlea Beehive Paint  
Copper King Light Pole  
Garden Lakes Stem Classroom  
Amberlea BLDG 400 Paint  
Amberlea Roof Restoration  
Garden Lakes Flat Roof  
Copper Ridge Drinking Fountains  
Copper King New Opening  
Copper King Concrete Repairs  
Desert Mirage Handrail  
Garden Lakes Benches  
Desert Horizon Motor Room  
Villa De Paz Admin Remodel

### AVONDALE ELEMENTARY SCHOOL DISTRICT

Life Training Classroom Renovation  
Warehouse Canopy Removal  
Restroom Shower Addition  
Copper Trails Sidewalk Addition  
Design, Survey, place Crosswalk  
Lattie Coor Fencing  
Eliseo C. Felix Sidewalk Addition  
La Canada and Central Fence  
Michael Anderson Band Room  
Michael Anderson Generator Design

### CITY OF BUCKEYE

Buckeye Traffic Signals Building  
Generator For Waste Water Division  
Senior Community Center Operable Partition  
Flt Maintenance Flood Vents and Doors  
City Hall Parking Lot Lights  
Airport Hanger Door Repairs  
Airport Parapet Wall Repair  
911 Call Center EM Power  
Buckeye Courthouse Gate Power

### DYSART UNIFIED SCHOOL DISTRICT

District Office File Cabinet Relocation  
Concrete Correction Work  
Willow Canyon HS Concrete Repair  
Westpoint Wall Infill

### ISAAC SCHOOL DISTRICT

ADA Ramp Upgrades  
Art Classroom Sink Addition  
Warehouse Power Restoration  
Grease Trap Tie-In  
Power Surge Correction  
Water Main Replacement Valves  
Emergency Water Leak Repairs  
Gas Line Replacement  
Kitchen Triple Sink  
Moya E.S Concrete Slab  
Mitchell Elementary Sink Addition  
District Office Shower  
District Office Emergency Power  
Joseph Zito Camera Investigation  
Mitchell Elementary Direct Bore  
School Gas Line Repairs  
Udall Power Failures  
Middle School Door Removal  
SWLA Parking Lot & Paint  
Udall Boiler Replacement  
Pueblo Del Sol Electrical Pipe  
Bret Tarver Gas Line  
JB Sutton Classroom Flooring

### CAVE CREEK UNIFIED SCHOOL DISTRICT

Parking Lot Addition  
Drainage Corrections

### HIGLEY UNIFIED SCHOOL DISTRICT

Power Ranch ES Parking Lot  
Cooley MS Offsite Improvements  
Emergency Water Line  
High School Roof Replacement  
High School 700 Building  
Gateway Pointe Kindergarten Turf  
Traditional Academy Weatherization

### FOWLER ELEMENTARY SCHOOL DISTRICT

Sun Canyon Countertops  
Western Valley Cafeteria Floors

Santa Maria Plumbing Repairs  
Art Classrooms Floor Polishing (5 Campuses)  
District Office Floor Polishing  
Perimeter Fence Painting  
Fowler Elementary Water Leaks  
Hallways Floors Grind/Polish  
Mold Remediation  
Regrade of Retention Basins  
Western Valley Countertop  
Sun Canyon PE Countertop

### Santa Maria Middle School Gym Floor Repair

Santa Maria Middle School Soffit Repair  
Western Valley Drain Cover  
Fowler Door Repair  
Western Valley Bathroom & Sun Canyon Countertop  
Western Valley Fountain Wall  
Sunridge Concrete Tripping Hazard  
Western Valley Tack Boards  
Tuscano Carpet Repair  
Western Valley Column Corrosion  
Tuscano Cafeteria boys RR Drywall Repair  
Western Valley Hallway Drywall Repair  
Sun Canyon Door Frame  
Santa Maria Middle School Carpet Repair  
Sun Canyon Exterior Painting  
Western Valley Gym Painting  
Sunridge Head Start Portable  
Western Valley Restroom Repairs  
Santa Maria Freezer Tile  
Fowler Elementary Wrought Iron Fence Painting  
Western Valley Water Line Emergency Repair  
Regrade of Retention Basins  
SMMS New Gate  
Western Valley & Sunridge Paint  
District Office Drywall Repair  
District Office Curb Paint  
Drainage Modification  
Elementary Metal Canopy Paint

### MURPHY ELEMENTARY SCHOOL DISTRICT

Hamilton ES Sewer Repair  
Sullivan ES AC Repair  
District Office Metal Building  
Hamilton ES Water Main Repair  
Murphy Lab Electrical Work  
Hamilton Admin Renovations  
Storage Container Relocation

### BALSZ SCHOOL DISTRICT

Crockett Elementary Gym Floor Replacement  
Crockett Door Sweeps  
Brunsen Lee Gym Floor & Polished Concrete  
WEST MEC  
Central Office Renovation  
Parking Canopies

### ARIZONA CHARTER ACADEMY

ACA Turf  
ACA Thumb Turn  
ACA Window Fill  
ACA Backflow  
ACA New Building  
ACA Widen Corridor

### ACA Roof & Drainage

### ALHAMBRA SCHOOL DISTRICT

Simpson Water Leak  
Simpson Second Water Leak  
District Office Sluice & District Wide Landscap  
Granada East Emergency Water Leak  
Roof Restoration  
Classroom Renovations

### MADISON SCHOOL DISTRICT

Madison Simis Sidewalk & Curb  
Madison Rose & Traditional Kiln Roof

### BAYER PRIVATE SCHOOL

Bayer Private School  
Bayer Private School - Phase II  
Miscellaneous Extras

### PHOENIX UNION HIGH SCHOOL DISTRICT

Betty Fairfax HS Parking Lot Improvements  
Carl Hayden HS Parking Lot Improvements  
Cesar Chavez HS Parking Lot Improvements

### CARTWRIGHT SCHOOL DISTRICT

Cartwright Estrella Roof Replacement

### MARICOPA INTEGRATED HEALTH SYSTEMS

Behavioral Health Courtroom TI  
Hospital Lab Replacement Countertop  
Clinic Milwork  
Dental Women's Restroom Renovation  
MIHS Hospital Lab Replacement Countertop

### PRESCOTT UNIFIED SCHOOL DISTRICT

High School Wrestling Room

### TOWN OF PRESCOTT VALLEY

Library Roof Remediation

### LAKE HAVASU SCHOOL DISTRICT

High School Gym Wall Weatherization  
High School Exterior Wall Weatherization  
Lake Havasu Site Wall Painting

### GREAT HEARTS

Adult Restroom Addition  
Great Hearts Charter School Classroom Split

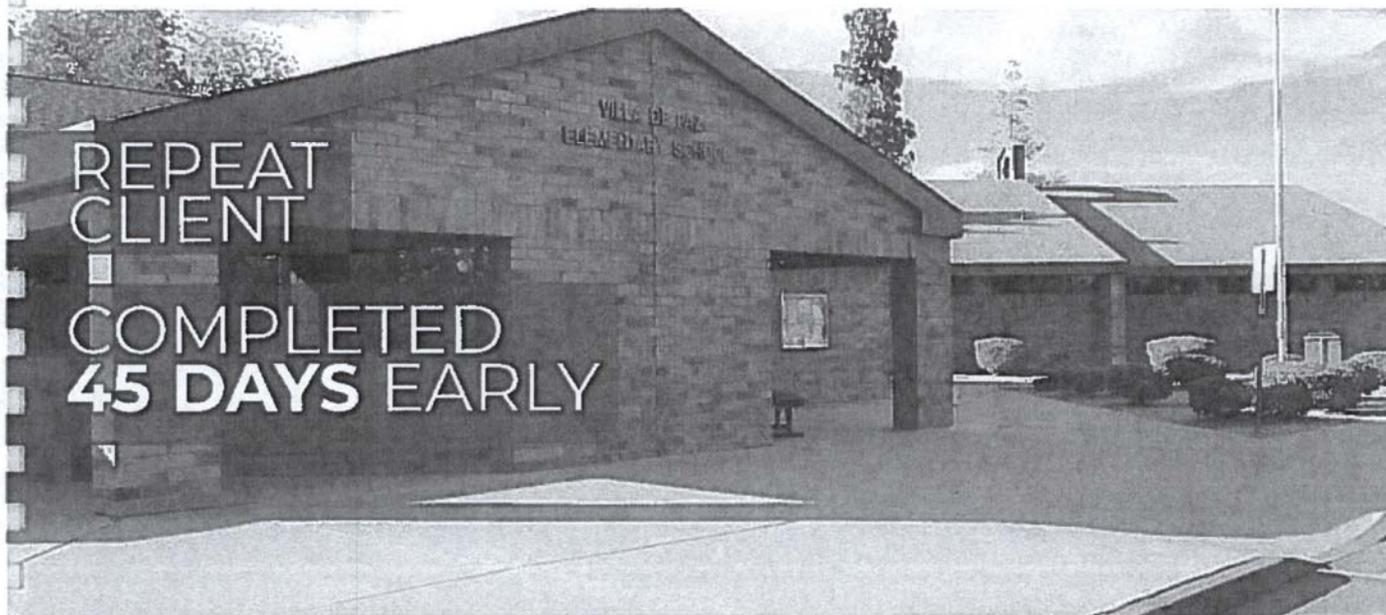
### SYNERGY PUBLIC SCHOOLS

Campus Wide Upgrades Phase II



## TAB B | Experience and Qualifications

2. Vendor should demonstrate successful completion of at least three similar projects within the past five (5) years. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project.



REPEAT  
CLIENT

COMPLETED  
**45 DAYS** EARLY

### PENDERGAST ELEMENTARY SCHOOL DISTRICT VILLA DE PAZ ELEMENTARY SCHOOL RENOVATION AND MODERNIZATION

The Pendergast Elementary School Districts Renovation and Modernization project included the replacement of all interior finishes throughout the whole campus. GCON worked closely with the District and School Principal to coordinate temporary classrooms and identify the best times to not interfere with the academic calendar. GCON will completely remove all interior finishes including all flooring, cabinets, millwork, drywall, fixtures and ceiling tiles. In addition, GCON will manage all mold and asbestos remediation and abatement as needed and brought any electrical up to code. The administration office is also being renovated and will include new security upgrades including interior secured lobby from the rest of the campus.

Name of Company or Organization: Pendergast Elementary School District

Contact Name: Dr. Lily Matos DeBlieux, Superintendent

Contact Address: 3802 North 91st Avenue | Phoenix, AZ

Contact Telephone Number: P: 623.772.2200

Contact Email Address: LDeBlieux@pesd92.org

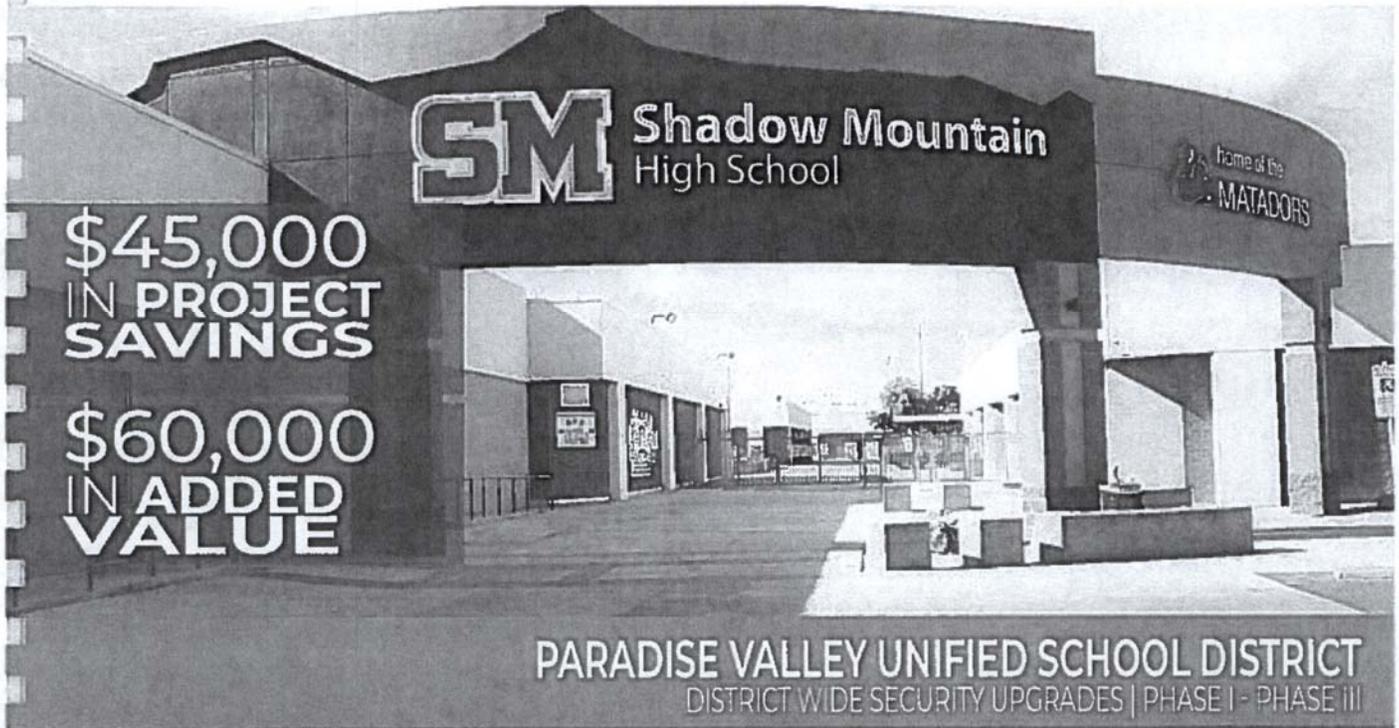
Type of Services Provided: GCON provided Cost Estimating, Scheduling, Value Engineering, Constructability Analysis and Design Review Services.

Dates of Contract Initiation and Expiration: February 2018 | August 2018

Original and Final Costs: \$1,262,777 | \$1,262,777



**TAB B | Experience and Qualifications**



**\$45,000  
IN PROJECT  
SAVINGS**

**\$60,000  
IN ADDED  
VALUE**

**PARADISE VALLEY UNIFIED SCHOOL DISTRICT**  
DISTRICT WIDE SECURITY UPGRADES | PHASE I - PHASE III

The Paradise Valley Unified School Districts, District Wide Security Upgrades involved the replacement and improvements of many administration offices lockdown security system. In phase one of the project GCON replaced all the locks and functionality of 48 different campuses. Because of our Pre-Construction Efforts we provided the District with additional scope and returned savings!

**We SAVE OUR CLIENTS MONEY !!**

Name of Company or Organization: Paradise Valley Unified School District

Contact Name: Les Thompson, Supervisor of Construction

Contact Address: 15002 North 32nd Street | Phoenix, AZ

Contact Telephone Number: P: 602.449.2260

Contact Email Address: LeThompson@pvlearners.net

Type of Services Provided: GCON provided Cost Estimating, Scheduling, and Value Engineering.

Dates of Contract Initiation and Expiration: May 2016 | August 2018

Original and Final Costs: \$1,865,826 | \$1,820,826

**“Each time I have worked with the members of their [GCON] team, my projects have been completed to the highest of quality and on schedule.”**

- Les Thompson



Town of Fountain Hills | General Construction Services



## EMERGENCY REPAIR

### FOWLER ELEMENTARY SCHOOL DISTRICT DISTRICT WIDE IMPROVEMENTS

The Fowler Elementary School District's Improvements project included improvements on many of their campuses. Scope included flooring replacement, drywall repairs, District wide sports stripping, gymnasium improvements, interior repainting, concrete repair, counter top replacement, and millwork. GCON worked with the District to identify where improvements were needed. Fowler Elementary School District is a repeated client.

Name of Company or Organization: Fowler Elementary School District

Contact Name: Jim Chesnik, Director of Facilities

Contact Address: 1617 South 67th Avenue | Phoenix, AZ

Contact Telephone Number: P: 623.707.4524

Contact Email Address: JChesnik@fesd.org

Type of Services Provided: GCON provided Cost Estimating, Scheduling, and Value Engineering.

Dates of Contract Initiation and Expiration: January 2018 | September 2018

Original and Final Costs: \$357,426 | \$357,426

“ I would like to take a moment and comment on the great service Briana Conradson have given to our District as well with the rest of the team. ”

- Jim Chesnik





**MULTIPLE SITES**

**ACTIVE SITES**

**PHOENIX UNION HIGH SCHOOL DISTRICT**  
METRO TECH SITE IMPROVEMENTS

The Phoenix Union High School Districts, Metro Tech Improvements project included the milling and replacement of multiple parking lots within the school. GCON worked closely with the District to identify scope of work for the site. Metro Tech needed special attention, we worked very closely with the District after we discovered a concrete vault under the pavement. We provided engineering and construction services for the District to successfully remove the vault, back fill, re-compact and re-paved the parking lot. In addition, at many of the sites we changed grades, added new curbing, re-routed landscaping irrigation, coated and re-stripped the parking lot.

Name of Company or Organization: Phoenix Union High School District

Contact Name: Jared Reynolds, Director of Construction

Contact Address: 4502 North Central Avenue | Phoenix, AZ

Contact Telephone Number: P: 602.764.1613

Contact Email Address: reynolds@phoenixunion.org

Type of Services Provided: GCON provided Cost Estimating, Scheduling, and Value Engineering.

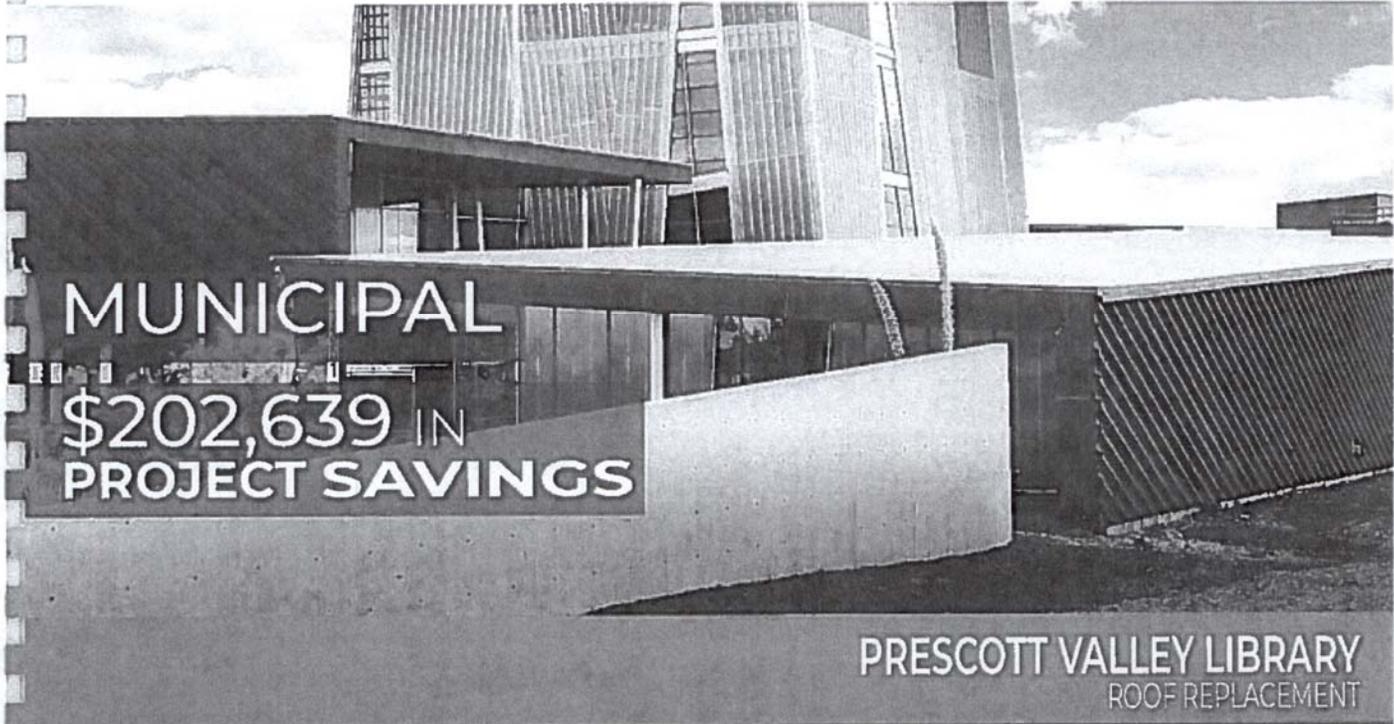
Dates of Contract Initiation and Expiration: May 2018 | June 2018

Original and Final Costs: \$735,966 | \$735,966



GCON implements its "Good Neighbor" program on projects that are in close proximity of residential areas. We communicate with neighbors, providing a schedule and contact information for GCON's on-site supervisor. We will be invisible but impactful.





MUNICIPAL  
\$202,639 IN  
PROJECT SAVINGS

PRESCOTT VALLEY LIBRARY  
ROOF REPLACEMENT

The Prescott Valley Library project involved the complete removal of existing metal and membrane roof system, including over boards, of a roof system that had been leaking for 10 years. All new cover boards and fully adhered membrane roof system complete with flashing, was installed, inspected and warranted for 20 years.

Name of Company or Organization: Town of Prescott Valley  
Contact Name: Bill Osborne, Project Manager  
Contact Address: 7501 East Civic Circle | Prescott Valley, AZ  
Contact Telephone Number: P: 928.759.3083  
Contact Email Address: BOsborne@pvaz.net  
Type of Services Provided: GCON provided Cost Estimating, Scheduling, and Value Engineering.  
Dates of Contract Initiation and Expiration: May 2018 | August 2018  
Original and Final Costs: \$1,176,639 | \$974,000



TIFFANY FISHER

With my years of experience I've learned **IMMEDIATE RESPONSIVENESS IS CRITICAL** to the success of any Job Order Contracting program. You can reach me at any time of the day, my dedicated department is readily available to assist Town of Fountain Hills on any Job Order needs.

M: 480.322.8636



## TAB B | Experience and Qualifications

3. Provide license number, classification, and issuance date all licenses issued by the Arizona Registrar of Contractors applicable to any of the Services for which the Vendor is submitting an SOQ. GCON is licensed to perform the following services in the State of Arizona. General Construction - License #: Class B-01 ROC182765

Illustrated below is a copy of our B-01 General Construction License held by GCON.



" Thank you so much We really appreciate GCON"

- Dr. Lily DeBlieux  
Pendergast ESD

" Don't change a thing. You have a great team. It seems GCON has the formula for success."

- Matt Heath  
WestMac

" I would recommend that anyone looking for a good quality contractor, GCON is who you should call"

- Matt Shields  
Alhambra ESD

" It has been a very smooth year for Fowler due to your hard work as a team for us!

- Jim Chesnik  
Fowler ESD

" I appreciate that your workers were so clean and quite I forgot several times they were actually here.

- Tera McLoughlin  
Glendale Schools

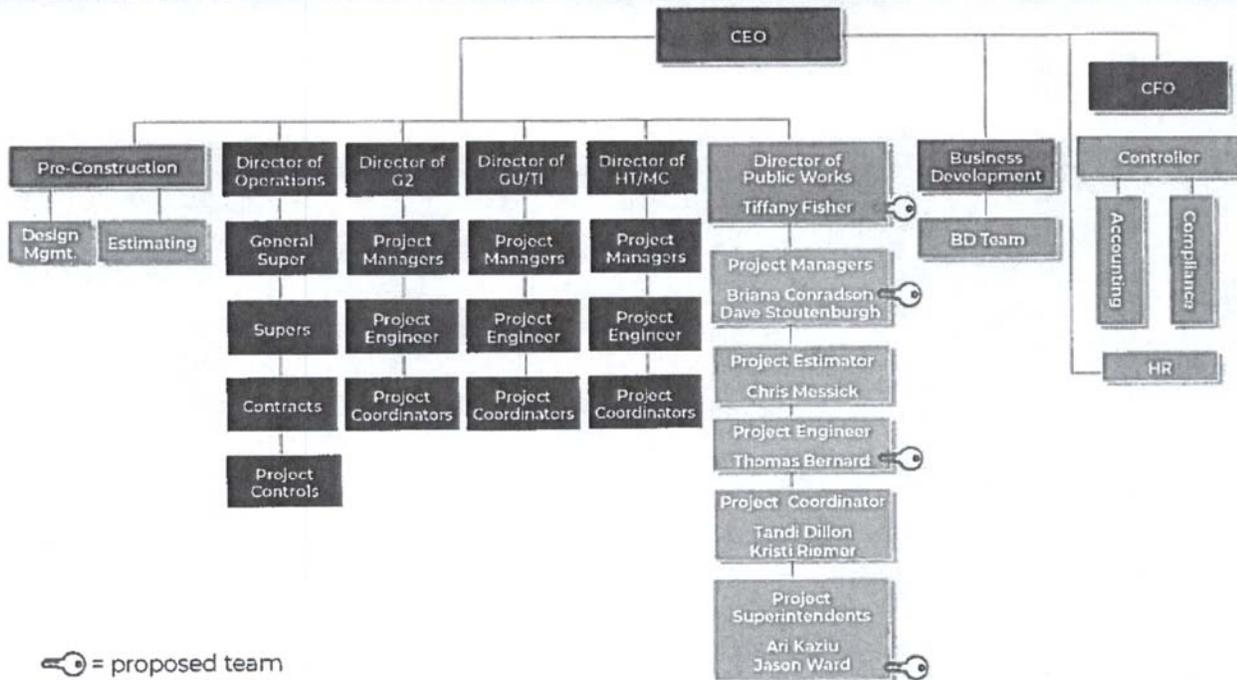


## TAB C | Key Positions

1. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed Project Manager and Project Engineer. See attached resumes.

2. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town. See attached resumes.

The proposed GCON team, lead by Tiffany Fisher, have developed a deep understanding and knowledge of JOC and JOC related work through their years of experience working together at GCON and with previous firms in similar roles. The proposed team members understand how JOC contracts work, have immediate availability to start new projects and have similar project experience in the various sizes and diverse scopes needed under this JOC.



## GETTING TO KNOW **GCON**



85 EXPERIENCED & QUALIFIED  
TEAM MEMBERS



90% OF CLIENTS ARE  
REPEAT CLIENTS



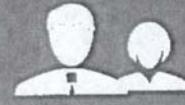
RECEIVED 32 COMPANY  
AWARDS & RECOGNITIONS



TEAM MEMBERS HAVE SERVED  
50+ PUBLIC CLIENTS



100% OF PROPOSED TEAM ARE  
ARIZONA NATIVES



PASSIONATE ABOUT  
OUR COMMUNITY

# TIFFANY FISHER | DIRECTOR OF PUBLIC WORKS

Tiffany has been constructing Arizona's public facilities for more than three decades. Her credentials are unique because her experience has been obtained by serving in all the various team roles over the life time of her career from Project Coordinator to Director to holding the Qualifying Party for her own commercial contractor's license. She has developed an extensive portfolio of public works clients, JOC contracts and task order projects. **TIFFANY WILL BE YOUR PRIMARY POINT OF CONTACT FOR THE TOWN OF FOUNTAIN HILLS.**

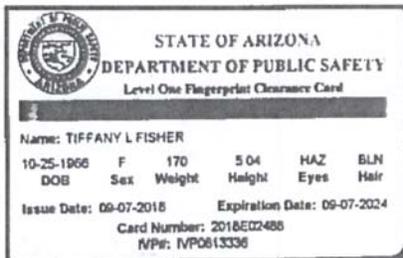
## AWARDED JOC CONTRACTS

### YEARS OF EXPERIENCE

31+ Years in Industry  
5+ Years with GCON  
10+ Years Experience in JOC

### CERTIFICATIONS

Licensed Commercial General Contractor  
OSHA Certified (30 Hours)  
CPR/First Aid Certified  
Dust Control  
School District Purchasing  
Construction Management Association of America (CMAA)  
Association of Construction Excellence (ACE)  
Leadership West  
Fingerprint Certification



Arizona Department of Administration  
#ADSP017-174293

Maricopa Integrated Health System  
Job Order Contract # 90-16-086-4

Maricopa County Community College District  
General Commercial #3424-2

1Government Procurement Alliance  
for PVUSD JOC #18-15PV

1Government Procurement Alliance  
Project Management #14-193P

Buckeye Elementary School District  
Job Order Contract - General Contractors RFQ# 17-003

Tolleson Union High School District  
Job Order Contract Services RFP#15-022-20



# BRIANA CONDRADSON | JOC PROJECT MANAGER

Briana has been in the construction industry for more than eleven years. As Project Manager for the Town of Fountain Hills, SHE WILL BE RESPONSIBLE FOR EARLY COORDINATION DURING PRE-CONSTRUCTION, PROJECT MANAGEMENT, DOCUMENT CONTROL AND COORDINATION WITH THE TEAM. Briana has experience in a wide range of construction projects. Her vision for efficiency and passion for teamwork and communication makes her one of our strongest project managers.

## PROJECT EXPERIENCE | PARTIAL LIST

### YEARS OF EXPERIENCE:

11+ Years in Industry  
3+ Years with GCON  
3+ Years Experience in JOC

### EDUCATION

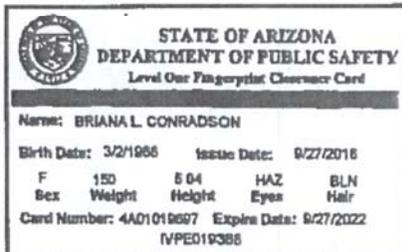
Construction Management  
Arizona State University

### CERTIFICATIONS

OSHA Certified (30 Hours)  
CPR/First Aid Certified  
Fingerprint Certification

### REFERENCES

Les Thompson | 602.449.2000  
Jim Chesnik | 623.707.4524



### Paradise Valley Unified School District - JOC

#### Multiple Projects

District Wide Security Upgrades | Phase I | \$1,865,826  
District Wide Security Upgrades | Phase II | \$949,978  
District Wide Security Upgrades | Phase III | \$496,515  
Hidden Hills Civil Work | \$93,205 | 3 weeks  
Hardware Replacement Design | \$17,537 | 3 weeks  
Hardware Replacement | \$1,976,568 | 70 days

### Fowler Elementary School District - JOC

#### Multiple Projects | Cost: \$357,426

Western Valley Column Corrosion  
Tuscano Cafeteria boys RR Drywall Repair  
Western Valley Hallway Drywall Repair  
Sun Canyon Exterior Painting  
Western Valley Gym Painting  
Sunridge Head Start Portable  
Western Valley Restroom Repairs  
Fowler Elementary Wrought Iron Fence Painting  
Western Valley Water Line Emergency Repair  
Regrade of Retention Basins  
SMMS New Exterior Gate  
District Office Curb Paint  
Drainage Modification  
Elementary Metal Canopy Paint

### City of Buckeye - JOC

#### Multiple Projects

Buckeye Traffic Signals Building | \$22,586  
Parking Lot Improvements | \$55,419  
Electrical Conduit | \$4,992  
Airport Wall Repair | 2,646

### Isaac Elementary School District - JOC

#### Multiple Projects

Emergency Water Leak Repair | \$19,984 | 5 days  
Sutton Water Mains | \$3,947 | 2 days  
Power Surge | \$2,948 | 2 weeks  
Mitchell Elementary Sink for Art Room | \$8,998 | 4 days

### Avondale Elementary School District - JOC

#### Multiple Projects

Lattie Coor Fencing | \$37,771 | 10 days  
Life Training Classrooms | \$74,650 | 5 weeks  
Warehouse Canopy | \$46,305 | 2 weeks

# THOMAS BERNARD | JOC PROJECT ENGINEER

With more than thirteen years in the construction industry, Thomas' experience includes new build, tenant improvements, historical renovations and re-purposing existing facilities. To his credit he has completed 4 LEED Certified projects and he continues to ensure sustainability practices are utilized whenever possible. **THOMAS BRINGS THE UNIQUE SKILL SET OF CREATING OUR CLIENTS VISION FROM A NAPKIN SKETCH IF NEEDED, DRAWINGS NOT REQUIRED.**

## PROJECT EXPERIENCE | PARTIAL LIST

### YEARS OF EXPERIENCE:

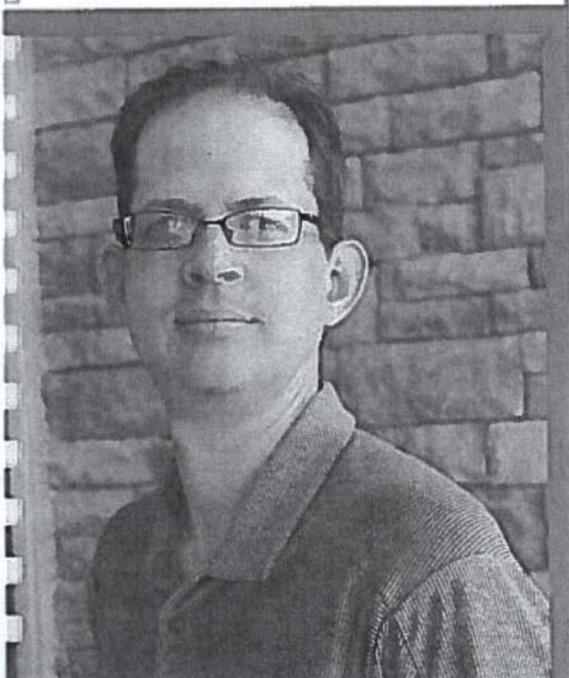
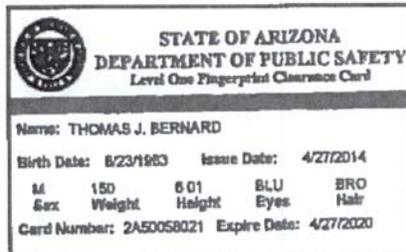
14+ Years in Industry  
7+ Years with GCON  
5+ Years Experience in JOC

### CERTIFICATIONS

OSHA Certified (30 Hours)  
CPR/First Aid Certified  
Fingerprint Certification

### REFERENCES

Les Thompson | 602.449.2000  
Carlos Nunez | 602.763.1907



### Paradise Valley Unified School District - JOC

#### Multiple Projects

District Wide Security Upgrades | Phase I | \$1,865,826  
District Wide Security Upgrades | Phase II | \$949,978  
District Wide Security Upgrades | Phase III | \$496,515  
Hidden Hills Civil Work | \$93,205 | 3 weeks  
Hardware Replacement Design | \$17,537 | 3 weeks  
Hardware Replacement | \$1,976,568 | 70 days

### Fowler Elementary School District - JOC

#### Multiple Projects | Cost: \$357,426

Western Valley Column Corrosion  
Tuscano Cafeteria boys RR Drywall Repair  
Western Valley Hallway Drywall Repair  
Sun Canyon Exterior Painting  
Western Valley Gym Painting  
Sunridge Head Start Portable  
Western Valley Restroom Repairs  
Fowler Elementary Wrought Iron Fence Painting  
Western Valley Water Line Emergency Repair  
Regrade of Retention Basins  
SMMS New Exterior Gate  
District Office Curb Paint  
Drainage Modification  
Elementary Metal Canopy Paint

### Isaac Elementary School District - JOC

#### Multiple Projects

Emergency Water Leak Repair | \$19,984 | 5 days  
Sutton Water Mains | \$3,947 | 2 days  
Power Surge | \$2,948 | 2 weeks  
Mitchell Elementary Sink for Art Room | \$8,998 | 4 days

### Alhambra School District - JOC

#### Multiple Projects

District Office Stucco & District Wide Landscape | \$16,12  
Granada East Emergency Water Leak | \$12,956  
Roof Restoration | \$200,000  
Classroom Renovations | \$18,718

### Western Maricopa Education Center - JOC

#### Multiple Projects

Central Office Renovation | \$17,968 | 3 weeks  
Parking Canopies | \$97,129 | 4 weeks

# JASON WARD LEED AP | JOC PROJECT SUPERINTENDENT

In the 16 years Jason has been in the construction industry, he has developed a well-versed resume including a solid JOC project portfolio. Outside of his strong JOC resume, one of his proudest accomplishments was the completion of a LEED Platinum certified Science & Resource Management Building at the Grand Canyon. This building was contracted LEED Gold but with Jason's careful planning, Platinum certification was obtained. **JASON HAS THE NATURAL ABILITY TO BE A STRONG MULTI-TASKER.** He is able to support multiple projects simultaneously for a client when needed.

## PROJECT EXPERIENCE | PARTIAL LIST

### YEARS OF EXPERIENCE:

16+ Years in Industry  
5+ Years with GCON  
5+ Years Experience in JOC

### EDUCATION

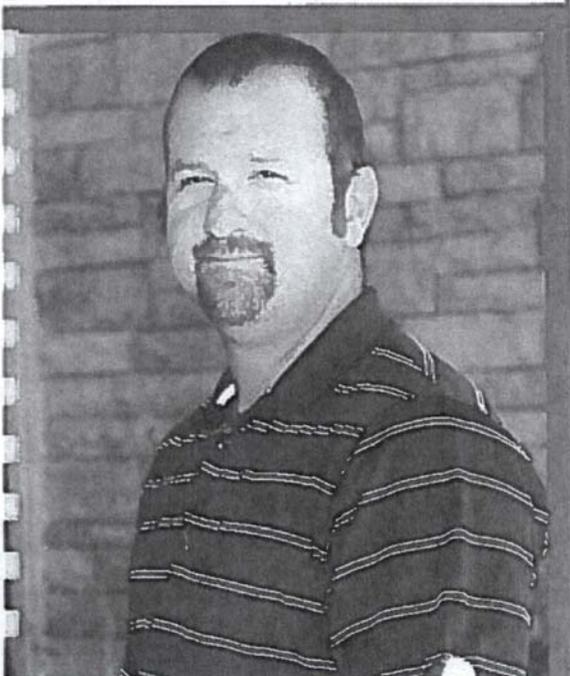
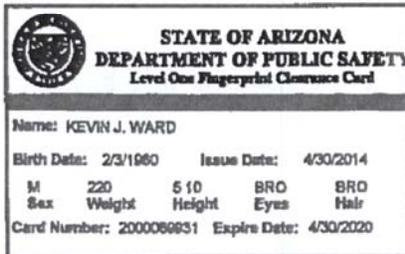
Construction Management  
Northern Arizona University

### CERTIFICATIONS

OSHA Certified (30 Hours)  
CPR/First Aid Certified  
Dust Control  
LEED AP  
Fingerprint Certification

### REFERENCES

Mike Santina | 480.575.2055  
Jared Reynolds | 623.486.6375



### Pendergast Elementary School District - JOC

Villa de Paz Elementary School Renovation and Modernization  
Cost: \$1,262,777 | 12 Buildings

### City of Buckeye - JOC

Buckeye Traffic Signals Building | \$22,586  
Parking Lot Improvements | \$55,419  
Electrical Conduit | \$4,992  
Airport Wall Repair | \$2,646  
Generator For Waste Water Division | \$221,469  
Senior Community Center Operable Partition | \$44,085  
Fleet Maintenance Flood Vents and Doors | \$27,199  
Airport Hanger Door Repairs | \$6,500  
911 Call Center EM Power | \$28,938  
Buckeye Courthouse Gate Power | \$4,992

### Prescott Valley Library

Roof Replacement | \$974,000

### Pendergast Elementary School District - JOC

STEM Classroom  
Garden Lakes STEM Classroom | \$121,539

### Western Maricopa Education Center - JOC

Multiple Projects  
Central Office Renovation | \$17,968 | 3 weeks  
Parking Canopies | \$97,129 | 4 weeks

### Phoenix Union High School District - JOC

Multiple Projects  
Betty Fairfax HS Parking Lot Improvements | \$213,943  
Carl Hayden HS Parking Lot Improvements | \$505,684  
Cesar Chavez HS Parking Lot Improvements | \$183,609

### Great Hearts - JOC

Multiple Projects  
Adult Restroom Addition | \$46,755  
Great Hearts Charter School Classroom Split | \$22,980

### Wickenburg Unified School District

Transportation Metal Building  
Cost: \$327,000 | New Build

## TAB C | Key Positions

3. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for selecting subcontractors and providing supervision must be included.

Subcontractor selection is key to any successful project. Our qualification and selection program is a multi-step process. First, we always ask our Client if there is a preferred vendor for their project, especially if it involves a scope of work that may impact an existing warranty for their facility, or a vendor who may know their facility better than others. We also try to reach out to local subcontractors, those who work and office within your Town, giving back to the community they live in. More times than not, subcontractor selection is solely the responsibility of GCON. With that said, GCON is like most Contractors today and prequalifies all of their subcontractors. However, as important as their financial condition is, company experience, reputation, qualifications of their key people, their commitment to the project, concurrent workloads and an evaluation of their committed resources is imperative for selection. All of this cannot be done by an annual prequalification package alone. GCON has taken this selection plan a step further and performs an in-house report card on all subcontractors at the end of each project, which is filled out by all team members involved in the project. This report card is used to obtain feedback from project managers to superintendents to accounting staff, etc. allowing us to understand each and every subcontractor's strengths and weaknesses prior to awarding them the next project. As equally as important as the report card is the subcontractor's ability to provide competitive pricing. GCON maintains a data base of hundreds of qualified subcontractors that can be asked to competitively price each project. Those whose report card fits the project are asked to propose with their most competitive, but fair, price. The combination of their competitive pricing and solid report card lends for a "best-value" subcontractor selection for the Town.

SUBCONTRACTOR PROJECT REPORT CARD

	Experience	Financial Strength	Manpower	Project Team	JOC Experience	Scheduling	Precon Participation	Workload	Insurance	Total
Sub #1	3	3	2	3	2	3	3	0	3	22
Sub #2	3	3	1	3	1	3	3	1	3	21
Sub #3	3	2	3	3	3	2	3	2	3	24
Sub #4	2	2	2	1	1	2	1	3	2	16
Sub #5	3	3	2	3	3	3	2	2	3	24

RATING SCALE: 3=EXCELLENT 2=GOOD 1=FAIR 0=POOR



# GCON'S TRADE PARTNERS SELECTION PLAN

## PART I | DEVELOP BID LIST

We will enlist recommendations from the The Town of Fountain Hills and combine it with our internal database SMARTBID<sup>®</sup> to develop a bid list of pre-qualified local trade partners. Our trade partners prequalification includes review of company information including owners, current financial statement, safety ratings, current/completed projects, references, surety letter, and JOC delivery method experience and Understanding. We have a wealth of MBE, WBE and DBE firms that we will utilize where the best values and size of work fits.

## PART II | BID ANALYSIS

Once we have established our bid list, GCON will then develop a thorough Scope of Work that is completely transparent for our trade partners to understand what is expected in regards to scope and schedule. We then receive 3-5 bids for each scope of work and identify the most qualified trade partner. This includes an in-depth scope review, allowing our trade partners to ask questions or comments, and allowing us to correct any scope holes.

## PART III | AWARD CONTRACT

When GCON awards a contract to our trade partners, we don't award based on price alone. We select our trade partners on a combination of qualifications and price. Our process is transparent, and our books are open for our clients to review at all times. Together we will carefully make the decision on the right trade partner, considering all of the variables.

## TAB C | Key Positions

### Providing Supervision

#### SAFETY CULTURE

Through our dedication to safety, we have maintained a great EMR for a company our size. We will continue to carry out our dedication to safety on the Town of Fountain Hills program.

#### Worker's compensation rate

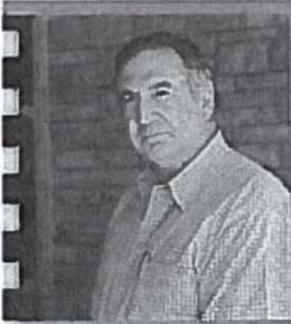
Industry Average = 1.0 EMR Rate

2015 = .86 EMR Rate

2016 = .82 EMR Rate

2017 = .76 EMR Rate

**Maintaining a safe work site** The safety of your staff, community, our team and our trade partners is the most important part of any work we perform. We have implemented a Zero Tolerance Safety Management Program run by our Safety Director, Rick Sharp who has over 38 years of experience within the construction industry.



#### RICK SHARP

Safety Director

Rick Ensures all safety policies and procedures are being followed. Weekly visits will be made and safety meeting will be scheduled ensuring all team members are following safety protocol and removing personnel who are not.

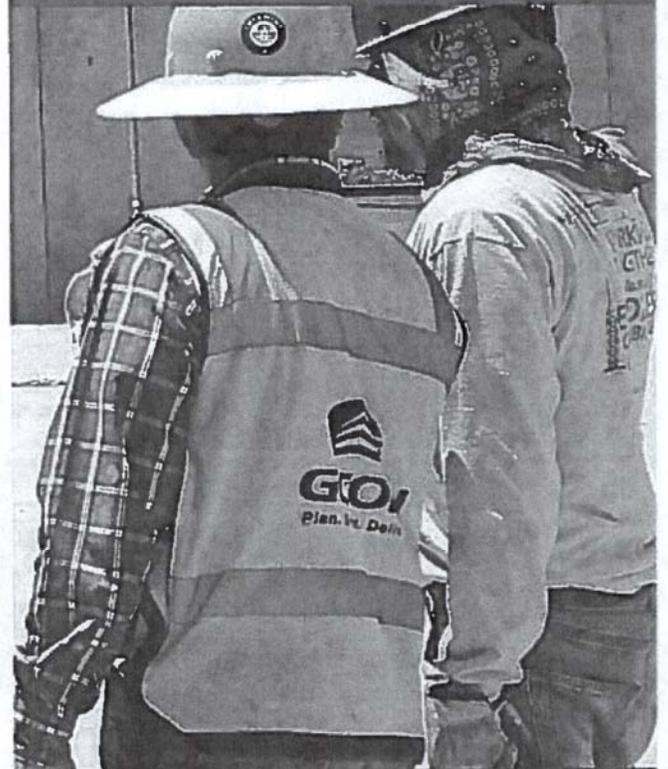
In addition to our monthly superintendent meetings, Rick visits EVERY ongoing site. His responsibility is to ensure that every project passes GCON Safety Management inspection.

Rick mandates daily haz com logs that are implemented by our superintendents for daily hazard awareness.

GCON takes pride in our ability to attract quality trade partners by our commitment to efficient, competitive, equal, prompt and organized projects. In fact, our trade partners choose us because we provide on time payment, we respect and understand their business, with fair negotiations and open communication.

OUR  
TRADE  
PARTNERS  
CHOOSE US!

OUR PROJECTS ARE  
EFFICIENT  
COMPETITIVE  
EQUAL  
PROMPT  
ORGANIZED



Our  
TRADE  
PARTNERS  
Represent  
**GCON**  
GCON prides itself  
on QUALITY



# TAB C | Key Positions

## SCHEDULING

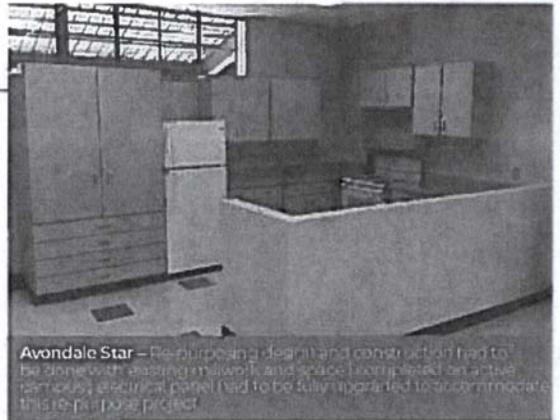
GCON utilizes the most advanced scheduling system as our software scheduling tool called Microsoft Project Professional. The program allows us to graphically portray the major activities during the construction phase.

During the initial project Meeting, our team will bring a preliminary construction schedule what we refer to as a road map to a successful project. We pride ourselves on open communication, with that comes detail in every aspect of the construction process including schedules. Our team believes a project schedule should include a high level of detail. As a team with the Town of Fountain Hills we will create a Master Schedule that contains all the activities, relationships, and milestones.

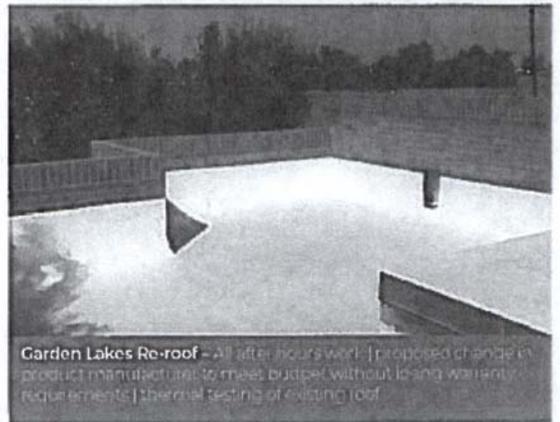
Due to the level of detail that is put into our Master Schedules, we are able to break out other schedule types to help us stay on track. Schedules are kept current and reviewed daily for adherence. Any deviation from the critical path schedule, is addressed with an immediate plan of action eliminating any adverse impacts to the schedule.

GCON Sample Three Week Look-Ahead Schedule

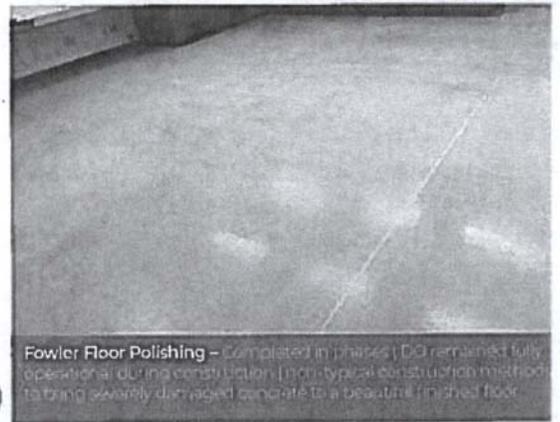
GCON Sample Baseline Schedule



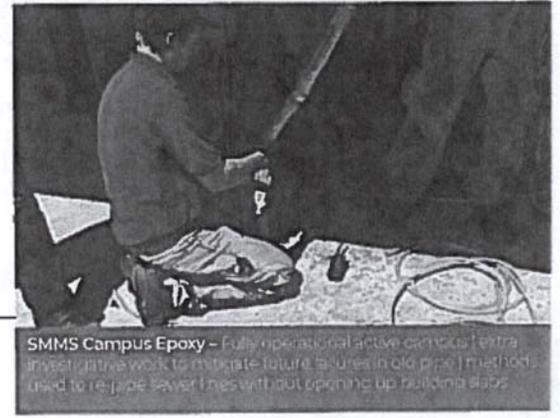
Avondale Star – Repurposing design and construction had to be done with existing millwork and space (completed on active partition electrical panel had to be fully upgraded to accommodate this re-purpose project)



Garden Lakes Re-roof – All after hours work (proposed change in product manufacturer to meet budget without losing warranty requirements) thermal testing of existing roof



Fowler Floor Polishing – Completed in phases (DD remained fully operational during construction (non-typical construction method to bring severely damaged concrete to a beautiful finished floor)



SMMS Campus Epoxy – Fully operational active campus (extra investigative work to mitigate future failures in old pipe) method used to repair sewer lines without opening up building slab

GCON PROJECT SPOTLIGHTS



**JOB ORDER CONTRACT APPROACH**



GCON performs Job Order Contracts on the promise of immediate responsiveness, accurate and fair pricing, and well-executed, quality construction services.

GCON understands that JOC task order projects require immediate pricing and quick turnaround. This is why we have a dedicated team of professionals to provide the most exceptional service to our JOC clients. Following the JOC process above, GCON will utilize its expertise and competitive bidding practices to attain the best and most cost effective subcontractors who have successfully completed GCON's prequalification process. Our team is proficient in managing multiple projects simultaneously, essentially those that require us to be in two places at one time. Through proper planning and execution, we will manage and perform these projects efficiently, safely, and without disruption to your facility while delivering the highest quality product. We will utilize sustainability and lean practices with every task order we undertake throughout this contract.

GCON believes in the partnering concept where we implement upfront collaborative decision-making and open and honest communication to promote trust and team cohesion. We will collaborate with Town of Fountain Hills early to understand quality, cost and schedule objectives on the overall contract and on each individual task order as they are issued. GCON will ensure Town of Fountain Hills has all the resources necessary to execute all task orders successfully when they are requested no matter the location.

## TAB D | Extra Stuff

### DEDICATED VETERAN TEAM

Our team, lead by Job Order Programs seasoned veteran Tiffany Fisher, is well versed in JOC services. When reading the description of your JOC program we understand it to align with the previously noted contracts in on-call commitment, unit price book pricing methodology and project size and scope. The proposed Job Order Contracting Department has years of combined experience in managing successful Public Works Job Order Contracting programs/projects. All team members have extensive portfolios in Job Order programs requiring quick completions, coordination of multiple projects simultaneously and constructing on active sites.

- ☑ Strong Public Works Experience; More than \$250,000,000 in completed public projects
- ☑ Simultaneous Multiple Projects; Working with multiple clients and projects at any given time.
- ☑ Off Hours; Structured for manpower availability for after hours, holidays, and weekends.
- ☑ Unit Price Book; Multiple team members are 60 Hour Certified in UPB/RS Means

### JOC EMERGENCY VALUE

- Quality Control addressed throughout project to accomplish a Zero Punch Goal. When GCON commits to completing your projects on schedule, we mean just that! It's complete to your standards and expectations at the end date.

- A GCON team member will always follow up upon completion to ensure satisfaction.

#### Subcontractor Agreements

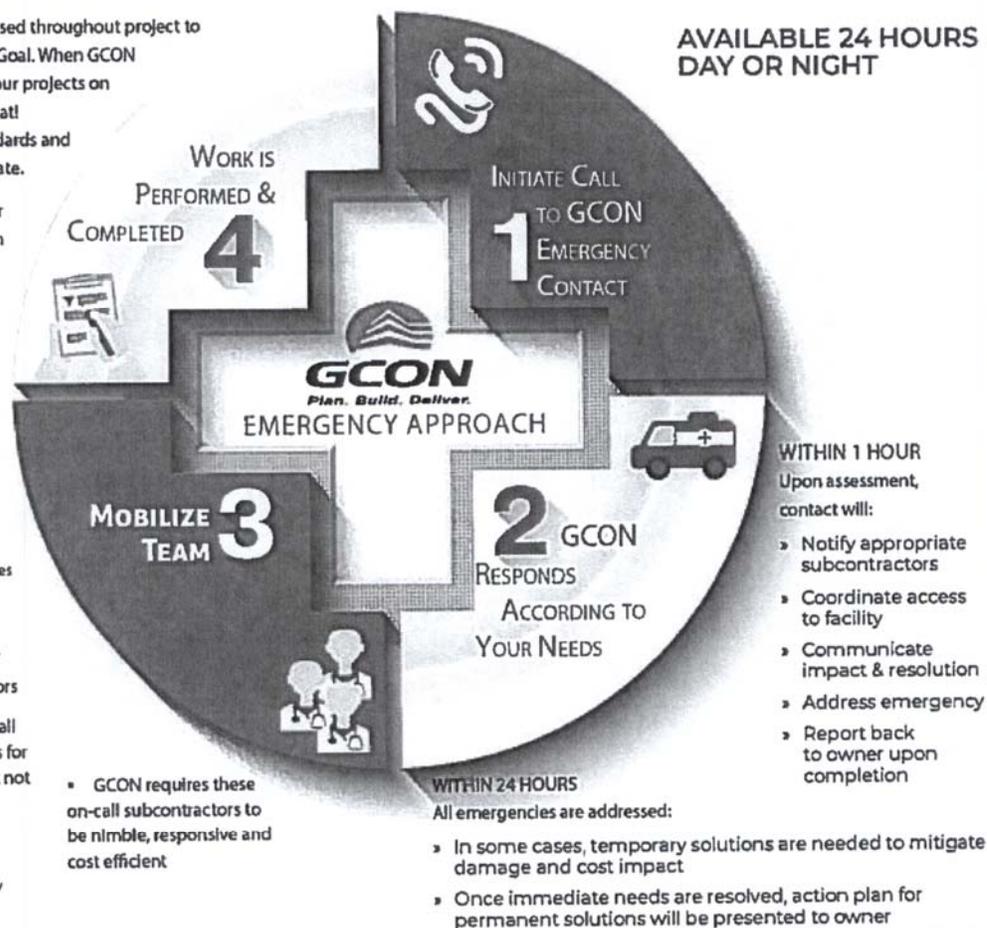
Regarding emergency services

- GCON will use local subcontractors.

- Extensive database of prequalified subcontractors
- GCON maintains on-call services with several subs for emergencies such as, but not limited to:

- › Water Infiltration
- › Power Outages
- › Safety and Security

- GCON requires these on-call subcontractors to be nimble, responsive and cost efficient



**TAB D | Extra Stuff**

**SUCCESSFULLY HELD JOC CONTRACTS**



Arizona Department of Administration  
Gordian  
#ADSP017-174293  
Contact: Dean Jagger | 480.540.2308



Maricopa Integrated Health System  
Job Order Contract # 90-16-086-4  
Contact: Peter Fulling | 602.344.5958



Maricopa County Community  
College District  
General Commercial #3424-2  
Contact: Arlen Solocek | 480.731.8232



1Government Procurement Alliance  
for PVUSD JOC #18-15PV  
Contact: Christy Knorr | 866.306.3893

1Government Procurement Alliance  
Project Management #14-193P  
Contact: Christy Knorr | 866.306.3893



Buckeye Elementary School District  
Job Order Contract  
General Contractors | RFQ# 17-003  
Contact: Cheryl Burt | 623.925.3413

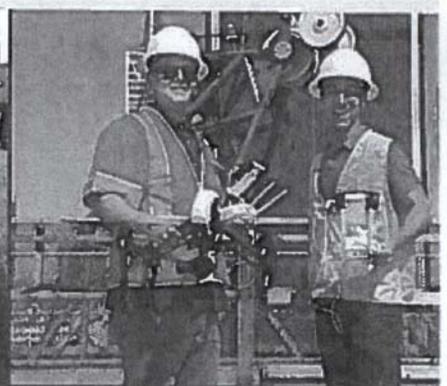


Tolleson Union High School District  
Job Order Contract Services  
RFP#15-022-20  
Contact: Lourdes Banuelos | 623.478.4066

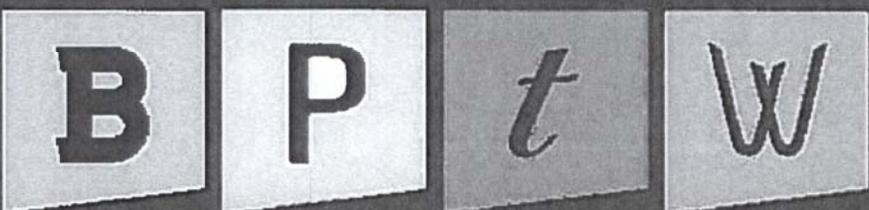


National Cooperative Purchasing Alliance  
Job Order Contract Services  
RFP#27-18  
Contact: Larry Erp | 602.819.0185





The GCON family is filled with industry leading construction professionals. We recruit highly skilled individuals who are dedicated to achieving greatness. Our entire team is passionate about Public Works construction. We stand behind our name and our reputation, and we **LOVE** our job because we get to serve our communities. We strive for greatness and will provide resolutions. As a family we are dedicated to providing our Arizona clients exceptional construction services. We are 100% committed and dedicated to you. Our team is the best in the industry, and we are ready to be apart of this exciting time for you and your community.



PHOENIX BUSINESS JOURNAL  
2017 BEST PLACES TO WORK





QUESTIONS & RESPONSES

RFQ / TITLE / CONTACT

CS2019-006 General Construction Services

Kevin Snipes : ksnipes@fh.az.gov or 480-816-5178

Rachael Goodwin : rgoodwin@fh.az.gov or 480-816-5135

SOQ DUE DATE AND TIME

1/7/2019 10:00 a.m. (local time, Phoenix, Arizona)

PROPOSER QUESTIONS	TOWN OF FOUNTAIN HILLS RESPONSES
Will a pre-proposal meeting be scheduled?	No
Would you be able to confirm the duration of your project including any renewal periods?	There is not a specific project at this time. Selection for this JOC will be for future projects on an as needed basis.
What is the potential expected amount of work for the contract period and any renewal periods?	The Town cannot currently estimate an expected amount of work, however, the potential amount is up to \$125,000.00 per year with the contract being awarded for one year with up to 4 one year renewable options.
Will you please confirm the SOQ due date and time?	01/07/2019 10:00am local time, Phoenix, Arizona
Are front covers, back covers, index, and tabs excluded from the page count?	Yes
In which area of the SOQ response should we place comments that relate directly to the content of the JOC contract?	F. JOC Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample JOC Agreement including the Scope of Work and other Exhibits, and has no exception thereto other than those expressly set forth in writing in the SOQ. Material exception to the JOC Agreement may be a basis for determining that an SOQ is nonresponsive.
Will there be an annual contract cap with the contract? If so, what will that amount be?	Yes - \$125,000.00
Will project retainage be held on this contract?	No.
Will we be providing pricing with this SOQ?	Pricing will be requested on a project basis to one or more awarded contractors.

EXHIBIT B  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
GCON, INC.

[Scope of Work]

See following page(s).

Vendor may be asked to provide some or all of services of installation, demolition, removal and disposal of the following:

- a. Buildings & improvements
- b. Slabs/foundations
- c. Walls/flooring/roofing
- d. Debris
- e. Doors/windows
- f. Canopies/shades
- g. Ramps
- h. Steps
- i. Fences/gates
- j. Playground equipment and surfaces
- k. Sport fields, turf, bleachers and structures
- l. Plumbing/sprinklers
- m. Lighting
- n. All wiring, plumbing, conduit
- o. Fixtures and equipment
- p. Park benches, ramadas and picnic tables
- q. Other construction-related projects and materials as needed

EXHIBIT C  
TO  
JOB ORDER MASTER AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
GCON, INC.

[Sample Job Order]



**TOWN OF FOUNTAIN HILLS, ARIZONA**  
**Community Services Department**

---

**JOB ORDER**

**Job Order No.** \_\_\_\_\_  
**Contract No.** \_\_\_\_\_  
**Project No.** \_\_\_\_\_

**THIS JOB ORDER** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Town of Fountain Hills, an Arizona municipal corporation ("Town") and the "Contractor" designated below. This Job Order is entered in to pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, between Town and Contractor ("Master Contract"). Upon full execution of this Job Order, the Job Order, together with the Master Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the construction work specified herein ("Work").

Town and Contractor agree as follows:

**TOWN:**

**Town**  
**Project Manager:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**CONTRACTOR:**

*{Name}*  
*{Address}*  
**Arizona ROC No.:**  
**Federal Tax ID No.:**  
**Contractor Representative:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**DESIGN PROFESSIONAL:**

*{Name}*  
*{Address}*  
**Design Professional Representative:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**PROJECT DESCRIPTION:**

**PROJECT SITE ADDRESS/LOCATION:**

**SCOPE OF WORK AND PROJECT SCHEDULE/ DURATION:**  
(Including any Preconstruction and/or Design Services under Article 17)

Attached Exhibit A

**CONTRACT PRICE FOR WORK:**

\_\_\_\_\_ The Fixed Price of \$ \_\_\_\_\_;  
or  
\_\_\_\_\_ Guaranteed Maximum Price/GMP (Open Book) of \$ \_\_\_\_\_.

**LIQUIDATED DAMAGES (IF ANY):** *[PM to Check any that apply]*

\_\_\_\_\_ Substantial Completion Amount \$ \_\_\_\_\_/day  
\_\_\_\_\_ Final Completion Amount \$ \_\_\_\_\_/day  
\_\_\_\_\_ Pursuant to MAG § 108.9

CONTRACTOR'S MARK-UP AND PROJECT SCHEDULE OF VALUES Attached Exhibit B

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY): Attached Exhibit C

UNIQUE PROJECT SPECIFIC CONDITIONS (IF ANY): Attached Exhibit D

LIST OF PROJECT PLANS AND SPECIFICATIONS (IF ANY): Attached Exhibit E

IN WITNESS WHEREOF, the parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

**"Town"**  
**TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ATTEST:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**"CONTRACTOR"**  
**[Name]**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE/DURATION**

1. **Scope of Work:**

2. **Schedule:**

**EXHIBIT B – CONTRACTOR’S MARK-UP COEFFICIENTS AND PROJECT SCHEDULE OF VALUES**

*{To be provided by Contractor for each Job Order in the following form}*

**Self-Performed work (including any direct purchases or other miscellaneous costs to the JOC) – Mark-up**

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

**Subcontracted Work – Mark-up**

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

[continued on next page]

Project Schedule of Values  
(Sample)

1	GENERAL CONDITIONS		SUB-CONTRACTOR OR SUPPLIER
	PROJECT MANAGER ____ hours per week		\$0.00
	FIELD SUPERVISION ____ hours per week		\$0.00
	TEMPORARY FACILITIES (attach a list of specific cost breakdown)		\$0.00
	SITE SAFETY		\$0.00
	EQUIPMENT RENTAL (attach a list of specific cost breakdown)		\$0.00
	PERMITS		\$0.00
	<b>Sub Total-GENERAL CONDITIONS</b>		<b>\$0.00</b>
	<b>SUB CONTRACTOR COSTS</b>		
2	SITE WORK		\$0.00
3	CONCRETE		\$0.00
4	MASONRY		\$0.00
5	METALS		\$0.00
6	WOOD & PLASTICS		\$0.00
7	THERMAL & MOISTURE PROT.		\$0.00
8	DOORS & WINDOWS		\$0.00
9	FINISHES		\$0.00
10	SPECIALTIES		\$0.00
11	EQUIPMENT		\$0.00
12	FURNISHINGS		\$0.00
13	SPECIAL CONSTRUCTION		\$0.00
14	CONVEYING SYSTEMS		\$0.00
15	MECHANICAL		\$0.00
16	ELECTRICAL		\$0.00
	<b>Sub Total-SUB CONTRACTOR COSTS</b>		<b>\$0.00</b>
	SCOPE OF SELF PERFORMED WORK: (describe)		
	LABOR COST for SELF-PERFORMED WORK:		\$0.00
	MATERIALS COST for SELF-PERFORMED WORK:		\$0.00
	OTHER MISC COSTS: (describe)		
			\$0.00
			\$0.00
	<b>Sub Total-SELF-PERFORMED WORK AND OTHER MISC COSTS</b>		<b>\$0.00</b>
	ALLOWANCES OR CONTINGENCY AMOUNTS (PROVIDE LIST)		\$0.00
	<b>GRAND TOTAL</b>		<b>\$0.00</b>

**EXHIBIT C – UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)**

*{Provide any additional insurance requirements beyond the Standard Insurance Requirements, and/or bond requirements for the Project once approved by \_\_\_\_\_ to confirm adequate insurance and bond coverages for this Project}*

**EXHIBIT D – PROJECT SPECIFIC CONDITIONS**

*{To be completed by PM from the specific Project requirements and specifications}*

**EXHIBIT E – LIST OF PROJECT PLANS AND SPECIFICATIONS (IF ANY):**

*{To be completed by PM if applicable}*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2019

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

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

<b>PRODUCER</b> Reliable Risk Management 8655 E Via de Ventura STE G-255 Scottsdale AZ 85258	<b>CONTACT NAME:</b> Jenny Cooper <b>PHONE (A/C, No, Ext):</b> (480) 813-3415 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jenny@reliableriskmanagement.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty</td> <td>20443</td> </tr> <tr> <td>INSURER B: Continental Insurance Co.</td> <td>35289</td> </tr> <tr> <td>INSURER C: Benchmark Insurance Company</td> <td>41394</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty	20443	INSURER B: Continental Insurance Co.	35289	INSURER C: Benchmark Insurance Company	41394	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> GCON Inc 1606 W Whispering Wind Dr. Phoenix AZ 85085														

**COVERAGES** **CERTIFICATE NUMBER: 18-19 Master** **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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	6042961390	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	Y	6042961387	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	Y	6042961423	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB181821-01	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Builders Risk		Y	IM 6042965181	08/01/2018	08/01/2019	Total Policy Limit 20,000,000
A	Leased/Rented Equipment			6042961390	08/01/2018	08/01/2019	Limit of Insurance 100,000

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

Re: GCON INC 2019-006B

It is agreed that the Certificate holder, its agents, representatives, officers, directors, officials, and employees are named as additional insureds as per written contract. Coverage is primary and non-contributory and a waiver of subrogation applies per attached forms.

**CERTIFICATE HOLDER****CANCELLATION**

aespiritu@fh.az.gov  Town of Fountain Hills 16705 E Avenue 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  Adam Beyer/CHRIST
---	--

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## COMMENTS/REMARKS

Professional and Pollution Liability:  
Columbia Casualty Company  
Policy #: CZB6043275381  
08/01/2018 to 08/01/2019  
Limit of Insurance \$3,000,000  
SIR: \$15,000

**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**Contractors' General Liability Extension Endorsement****E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

  - a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
  - b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,



**Contractors' General Liability Extension Endorsement**

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or
  - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

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But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

- 4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
  - a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**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:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) fire;
  - (b) smoke;
  - (c) collapse; or





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(d) explosion.

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

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

**C.** This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

**7. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**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 damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- 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 the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** 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 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;
- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

**8. ELECTRONIC DATA LIABILITY**

**A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

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



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Damages arising out of:

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

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

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

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

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

**C.** The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**D.** For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

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

**E.** If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership



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**Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**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.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**Contractors' General Liability Extension Endorsement****12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

**A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

**b.** This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

**i.** add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

**ii.** delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

**iii.** add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

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**Contractors' General Liability Extension Endorsement****C. DEFINITIONS** is amended to:

## i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

## a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and



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(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

**Property damage** to:

(1) Property the **Named Insured** owns, rents, or occupies, 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;

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- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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 **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.



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C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C - Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here; or
(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C - Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A - Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

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The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**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 shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

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Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and



**Contractors' General Liability Extension Endorsement**

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amend to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.



**Contractors' General Liability Extension Endorsement**

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
  2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
    - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
    - b. this **coverage part** provides such coverage.
- B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
  2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT**  
**- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

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

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

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**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
  - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
  - a. An "auto" owned by that "executive officer" or a member of that person's household; or
  - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. Paragraph C.** is deleted and replaced by the following:

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

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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 anyone not named in the Schedule.

Schedule

**Any person or organization as required by written contract.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Date: 8/1/2018      Policy No. WCB181821-01      Endorsement No.

Policy Effective Dates: 08/01/2018 - 08/01/2019      Premium \$

Insured: GCON Inc

Carrier Name / Code: Benchmark Insurance Company

WC 00 03 13

(Ed. 4-84)

Countersigned by \_\_\_\_\_