

RUDOLPH FARMS METROPOLITAN DISTRICT NO. 6

8390 E. Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
(P) 303-779-5710 / (F) 303-779-0348

NOTICE OF SPECIAL MEETING AND AGENDA

DATE:	Monday, February 12, 2024
TIME:	4:00 p.m.
LOCATION:	<i>THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS.</i>

You can attend the meeting in one of the following ways:

1. To attend via Microsoft Teams select this link (or copy link into your browser):

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmRhNjk1NDgtMjk5Yy00OTdiLWlwOWMtZDM1Zjl4YmEwNzQ2%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d

2. To attend via telephone, dial 1-720-547-5281 and enter the following:

Phone Conference ID: 649 228 488#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Rudy Byler	President	May, 2025
Michael Kleinman	Secretary/Treasurer	May, 2025
Jesse L. Weiland	Assistant Secretary	May, 2027
VACANT		May, 2027
VACANT		May, 2025

I. ADMINISTRATIVE MATTERS

- A. Confirm quorum and call meeting to order. Present disclosures of potential conflicts of interest.
- B. Confirm location of meeting and posting of meeting notices. Approve agenda.
- C. Public Comment.

(Members of the public may express their views to the Board on matters that affect the Districts that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.)

II. FINANCIAL MATTERS

- A. Consider Pay Application No. 1 to Integrated Project Delivery Agreement Authorization Notice No. 2 with PNE Prospect Road Constructors, LLC (enclosure).

III. LEGAL MATTERS

IV. OTHER BUSINESS

V. ADJOURNMENT

**NEXT REGULAR BOARD MEETING
Wednesday, July 31, 2024 at 6:00 P.M.**

FORM OF APPLICATION FOR PAYMENT

	TO DISTRICT: Rudolph Farms Metropolitan District No. 6	
INTEGRATED PROJECT DELIVERY AGREEMENT	AUTHORIZATION NOTICE NO. 2 APPLICATION NO: 1	Distribution To:
Rudolph Farms NE Corner I-25 and Prospect Fort Collins, CO	PERIOD TO: January 8, 2024 PROJECT NO:	_____ District _____ _____

CONTRACTOR’S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Agreement. Continuation Sheet is attached.

1.	ORIGINAL CONTRACT PRICE – Authorization Notice No. 2	NTE \$3,345,805.95*
2.	TOTAL NET CHANGES BY CHANGE ORDERS	\$ 0
3.	CONTRACT PRICE TO DATE (Lines 1 + 2)	\$3,345,805.95
4.	TOTAL COMPLETED & STORED TO DATE	\$1,931,969.89
5.	RETAINAGE a. 5% of Completed Work	\$ 0
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$1,931,969.89
7.	LESS PREVIOUS APPLICATIONS FOR PAYMENT (Line 6 from prior Application for Payment)	\$ 0
8.	CURRENT PAYMENT DUE	\$1,931,969.89
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,413,836.06

* Subject to Restricted Fund Releases

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by the District		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of Contractor’s knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received from the District, and that current payment shown herein is now due. The undersigned Contractor further certifies that the Work covered by this Application for Payment was (indicate applicable percentage of Work):

Fully Self-Performed by Contractor: X

Performed in full or part by subcontractors:
 (Invoices and lien waiver for which are attached hereto)

PNE PROSPECT ROAD CONSTRUCTORS, LLC:

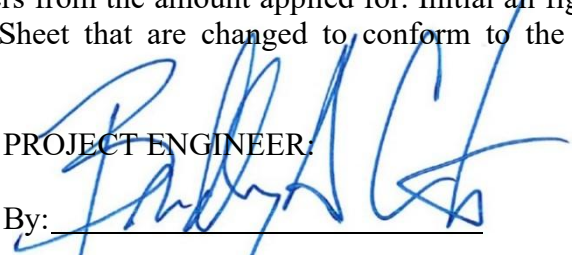
 By: *Rudy Byler*
 Name: Rudy Byler
 Title: Manager

ENGINEER’S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations made at least two times per week in accordance with the Agreement and the data comprising this application, the Project Engineer certifies to the District that to the best of the Project Engineer’s knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. The Project Engineer certifies that in its professional opinion the amounts approved in this Pay Application represent costs of public improvements. The Project Engineer understands the real property underlying the public improvements will either be deeded to, or an easement granted in favor of, the District or another public entity for ongoing operation and maintenance in accordance with the terms of the Agreement.

AMOUNT CERTIFIED \$ 1,931,969.89

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified).

PROJECT ENGINEER:
 By: 

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Contractor under the Agreement.



MEMO

DATE: February 2, 2024
 TO: Board of Directors
 FROM: Barney Fix, District Engineer
 RE: Rudolph Farms Metropolitan District No. 6 Reimbursement Request from PNE

Merrick & Company has received the request for payment #5 from PNE and a signed Northern Engineering Report and Certification #LL1 dated January 31, 2024.

The Northern Engineer report and Certification #LL1 was reviewed and included a **certification** of the project. We also received and reviewed the proposals and quotes for long lead time items that included the following: Water and Sewer piping, RCP Storm Sewer pipe, Storm manholes, and rebar for cast in place Storm Sewer box culverts.

Merrick & Company reviewed all material proposals and material quotes provided by Northern Engineering. Merrick & Company found that the materials listed in the long lead procurement Appendix A – Cost of Services, materials have been purchased and safely stored by PNE per Integrated Project Delivery Agreement 5.3.1(b).

Knowing the above, we believe the long lead item procurement material costs of \$1,931,969.89 is District eligible for reimbursement and should be presented to the Board for acceptance and approved for reimbursement. The amount shown above for reimbursement is safely stored on-site per Integrated Project Delivery Agreement 5.3.1(b). (between Rudolph Farms Metropolitan District No. 6 and PNE Prospect Road Constructors, LLC.).

See attached:

1. Engineer's report and Certification #LL1 signed and sealed by Northern Engineering dated 1/31/2024 (attachments can be sent under separate cover, if requested).





NORTHERN
ENGINEERING

Engineer's Report and Certification #LL1

RUDOLPH FARMS LAND DEVELOPMENT

January 31, 2024 [REVISION]

PREPARED BY:

NORTHERNENGINEERING.COM

970.221.4158

FORT COLLINS


GREELEY

PREPARED FOR:

PNE Prospect Road Holdings, LLC

900 Castleton Road, Suite 118

Castle Rock, CO 80109

 This Engineer's Report is consciously provided as a PDF. Please consider the environment before printing this document in its entirety. When a hard copy is necessary, we recommend double-sided printing.

ENGINEER’S REPORT 1

 INTRODUCTION 1

 SCOPE OF CERTIFICATION 1

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ENGINEER'S REPORT

INTRODUCTION

Northern Engineering Services, Inc. (“Northern”) was retained by PNE Prospect Road Holdings, LLC (the “Developer”) as an Independent Consulting Engineer to review the costs of improvements for the Rudolph Farms development.

An Integrated Project Delivery Agreement (the “Agreement”) by and between the Rudolph Farms Metropolitan District (the “District”) and the Developer, dated effective March 21, 2023, as well as a resolution of the District Board of Directors, dated effective March 21, 2023, considers a portion of the costs are eligible to be reimbursed by the District. This report intends to provide a review of applicable costs, materials, and construction activities before the Developer submits for reimbursement to the District to expedite the District Engineer and District Attorney review and approvals.

The District service area is located within the City of Fort Collins, Colorado, generally located directly northwest of the Interstate 25 and Prospect Road intersection encompassing, approximately 115.5 acres of land (“Service Area”). This certification considers constructed improvements, public infrastructure, facilities, services, and associated soft, hard, and indirect construction costs (“Public Improvements”) to expended funds.

PUBLIC IMPROVEMENTS AS AUTHORIZED BY THE SERVICE PLAN

Northern understands the City of Fort Collins City Council approved the “Consolidated Service Plan for Rudolph Farms Metropolitan Districts Nos. 1-6” (the “Service Plan”) on March 6, 2016, to provide certain public improvements and facilities authorized by the Special District Act and their Service Plan and has reviewed the Agreement dated effective July 17, 2022.

The Agreement provides certain parameters for the financing, development, and administration of certain public facilities, improvements, and appurtenances within the District Service Area.

Northern has determined the Public Improvements under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan and the Agreement. Additionally, certain services directly related to the provision of Public Improvements also permit purposes, including but not limited to, engineering, architectural, surveying, construction management, testing, planning, legal, accounting, and other professional services.

SCOPE OF CERTIFICATION

The Agreement has identified cost categories eligible for reimbursement and reviewed for this report including improvements associated with streets, water, wastewater, parks, recreation, landscaping, irrigation, traffic & safety, public transportation, television, mosquito control, and security improvements.

GENERAL METHODOLOGY

Northern employed a phased approach toward the preparation of this Engineer's Report and Certification of District Eligible Costs (“Engineer's Certification”) to confirm reasonableness to material costs only. The intent is to seek reimbursement of the materials only due to the long lead times of securing the materials for the project.

PHASE I – AUTHORIZATION TO PROCEED AND DOCUMENT GATHERING

Northern was authorized to proceed with the Engineer’s Certification with an agreement formalized on September 12, 2022, with the Developer. The initial documentation was provided by the Developer on September 15, 2022. Subsequent documents were provided on February 5, 2023 for Engineer’s Certification #002, June 26, 2023 for Engineer’s Certification #003 and most recently January 8, 2024 for Engineer’s Certification #LL1.

PHASE II – REVIEW OF DOCUMENTATION

See Appendix B for a complete listing of documents reviewed, as deemed necessary, by Northern. Documentation included, but was not limited to, various supplier quotes and proposals from June 2023 for possible long-lead funding of materials, Construction Plans, and Pay Applications specific to the procurement of materials.

PHASE III - SITE VISITS AND MEETINGS

On Tuesday, January 16, 2024 a site visit took place to confirm general quantities of materials delivered are representative of submitted invoices.

PHASE IV – VERIFICATION OF CONSTRUCTION QUANTITIES

No construction pay applications were received to review against applicable construction drawings. However, quantities within the supplier costs, were compared against the applicable drawings.

PHASE V – VERIFICATION OF CONSTRUCTION UNIT COSTS AND INDIRECT COSTS

Supplier/Material Costs were reviewed for market reasonableness as applicable to expected manufacture and delivery of supplies and materials. In general, the majority of the associated costs are related to the development of the 110+ acre property through Supplier quotes and proposals. It should be understood that the volatility of the current market may not align with traditional costs nor site conditions. Furthermore, material costs can vary based on supply chain, size, firm profit, billing practices, ownership, client base, etc. Through various resources, such as RSMeans and Colorado Department of Transportation (CDOT) Cost Data, estimates for material costs can range greatly from 3% to 9%. In general, compensation can vary depending on other factors, such as this Project, which requires custom manholes, structures, etc. As such, Northern took into consideration the site conditions, market demand for materials, type of construction and the anticipated timeframe expected for delivery of the materials. To the extent possible, Northern determined that the costs incurred were within a reasonable range.

The attached Engineer’s Certification states the Independent Consulting Engineer finds and determines the material cost value of the Public Improvements considered in this Engineer's Report, from quotes and proposals from direct Suppliers received in June 2023, including anticipated delivery charges, are in general alignment with Contractor scheduled values, which include cost escalation, and management costs, is valued at \$1,931,969.89, to be funded by the District. Table I summarizes costs certified to date as Eligible District Costs, as part of the Agreement. Additional details, forms, and/or applications may be submitted under separate cover as requested by the District.

Table I – Cost Certified to Date per Agreement - Summary

Certification No.	Application Period	Date Received	Project Cost	District Eligible Costs (Exhibit A)	Cumulative Project Costs	Cumulative District Eligible Costs
LL1	-	January 8, 2024	\$1,931,969.89 (material costs & Mgmt)	\$1,931,969.89	\$1,931,969.89	\$1,931,969.89

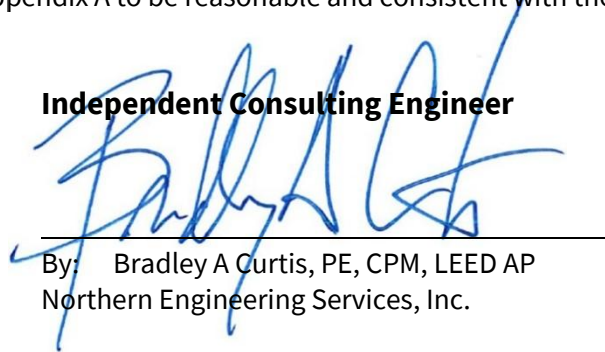
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ENGINEER'S CERTIFICATION

I, Bradley A Curtis, PE of Northern Engineering Services, licensed in the State of Colorado, hereby state the following:

1. I am an engineer duly qualified to issue a professional opinion respecting the fitness of material costs described in Appendix A attached hereto which have required advance procurement of materials and are proposed to be conveyed to Rudolph Farms Metropolitan District (the "District") pursuant to a certain Integrated Project Delivery Agreement (the "Agreement") by and between the District and PNE Prospect Road Holdings, LLC (the "Developer"), dated effective March 21, 2023.
2. I have reviewed the materials and quantities required for the development's improvements described in Appendix A attached hereto (the "Improvements") and have reviewed the costs therein, including applicable soft and indirect, District funded, and hard costs from January 8, 2024, is valued at \$1,931,969.89, to be funded by the District.
3. I have found the Materials in general conformance with the approved design documents and it is my professional opinion the Materials are fit for the purpose intended by the Agreement.
4. I have found the costs outlined in Appendix A to be reasonable and consistent with the costs of similar Materials for similar purposes.

Independent Consulting Engineer



By: Bradley A Curtis, PE, CPM, LEED AP
Northern Engineering Services, Inc.

APPENDIX A COSTS OF SERVICES

DESCRIPTION	SG QTY	SG UNIT	SG UNIT'S	SG TOTAL	NOTES
HARD COSTS					
PNE Prospect Road Holdings - Task 1 - 1.8.24					
Stored Materials					
SDC - Waterline on site				\$ 485,364.74	
SDC - Sewer on site				\$ 364,138.41	
SDC - Rebar on site				\$ 468,135.00	
SDC - Storm and manholes on site				\$ 56,021.00	
SDC - Shop drawings for rebar and delivery and off loading				\$ 62,854.00	
SDC - Shipping and Delivery and off loading for all water, sewer and storm materials including manholes				\$ 267,164.00	
Subtotal				\$ 1,703,677.15	
Total Hard Costs -->				\$ 1,703,677.15	
CONSTRUCTION MANAGEMENT					
Construction Project Management	8.00%	LS		\$ 136,294.17	
Total Construction Project Management -->				\$ 136,294.17	
Total Hard Costs + Construction Project Management -->				\$ 1,839,971.32	
Total Costs					
Total Hard Costs, Construction Management -->				\$ 1,839,971.32	
PROGRAM MANAGEMENT					
Program Management	5.00%	LS		\$ 91,998.57	% of Total Hard Costs
Total Program Management -->				\$ 91,998.57	
Total Project -->				\$ 1,931,969.89	

APPENDIX B SUPPORT DOCUMENTATION

OVERALL REFERENCE/SUPPORT DOCUMENTS

- Final Utility Plans for Rudolph Farm (06.23.2023)
- Core & Main – Water System [Pipe, hydrants, fittings, valves, vaults] Materials – Bid Proposal (dated 06/02/2023)
- Oldcastle Infrastructure – Storm System [Culvert] Materials – Proposal (dated 06/08/2023)
- Oldcastle Infrastructure – Storm System [Manholes & Inlets] Materials – Proposal (dated 06/08/2023)
- Oldcastle Infrastructure – Sanitary Sewer [Manholes] Materials – Proposal (dated 06/08/2023)

CERTIFICATION #LL1 SPECIFIC DOCUMENTS

- Sunland Development Company (SDC) – G702 Application for Payment (01.08.2024)
- Sunland Development Company (SDC) – G703 Continuation Sheet (01.08.2024)
- Sunland Development Company (SDC) – Culvert Shop Drawings (12.05-12.11.2023)
- Sunland Development Company (SDC) – Conditional Lien Waiver (01.23.2024)
- PNE Prospect Road Constructors, LLC - Conditional Lien Waiver (01.23.2024)

APPENDIX C SITE VISIT/PHOTOGRAPHS

Date: 01/16/2024

On Tuesday, January 16, 2024 the area where the delivered materials are stored was inspected.

The procedure consisted of physically counting everything found on site. The materials included in this count were: water, storm and sewer pipes, boxes with joint lubricant, gaskets, storm manholes, raisers and sewer manholes.

Outside of the storage facility, various types of rebar sizes were found for the construction of the project's culverts. The total estimated quantity of rebar delivered was around 50% of the material needed for the construction of the 6 culverts proposed in the project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2024

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

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237		CONTACT NAME: Moody Insurance Agency PHONE (A/C, No, Ext): (303) 824-6600 E-MAIL ADDRESS: certrequest@moodyins.com FAX (A/C, No): (303) 370-0118	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Specialty Ins Co	NAIC # 12537
		INSURER B: Selective Insurance Co of Southeast	39926
		INSURER C: Pinnacol Assurance	41190
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Pacific North Enterprises LLC 900 Castleton Rd Ste 118 Castle Rock CO 80109			

COVERAGES

CERTIFICATE NUMBER: 24/25 Master Cert

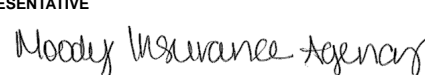
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ATN2477945	01/01/2024	01/01/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2324740	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BTN2471058	01/01/2024	01/01/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4188860	01/01/2024	01/01/2025	<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
B	Contractors Equipment			S2324740	01/01/2024	01/01/2025	Leased/Rented	300,000

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

CERTIFICATE HOLDER**CANCELLATION**

Rudolph Farms Metropolitan District No. 6 c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Ste 300 Greenwood Village CO 80111	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 
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Additional Named Insureds

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Other Named Insureds

Argenta Building Construction Company Building 3	Limited Liability Company, Additional Named Insured
Argenta Commercial LLC	Additional Named Insured
Argenta Construction Company LLC	Additional Named Insured
Argenta Constructors LLC	Additional Named Insured
Argenta Investments LLC	Additional Named Insured
Argenta LLC	Additional Named Insured
Cassidy Constructors, LLC	Additional Named Insured
Clear Creek Constructors	Additional Named Insured
Clear Creek Investors	Additional Named Insured
Painted Ridge Properties II, LLC	Additional Named Insured
PNE Colorado Properties	Additional Named Insured
PNE Prospect Road Constructors, LLC	Additional Named Insured
PNE Prospect Road Holdings LLC	Additional Named Insured
PNE Prospect Road Investments	Additional Named Insured
Senderos Creek Commercial Investments LLC	Additional Named Insured
Senderos Creek Commercial LLC	Additional Named Insured
Senderos Creek Condos Investments LLC	Additional Named Insured
Senderos Creek Condos LLC	Additional Named Insured
Senderos Creek Retail Investments LLC	Additional Named Insured
Senderos Creek Retail LLC	Additional Named Insured
Sunland Development Company, LLC	Additional Named Insured

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Pacific North Enterprises LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

Additional Named Insured:

- Argenta Commercial LLC
- Argenta Construction Company LLC
- Argenta Constructors LLC
- Argenta Investments LLC
- Argenta LLC
- Cassidy Constructors, LLC
- Clear Creek Constructors
- Clear Creek Investors
- PNE Colorado Properties
- PNE Prospect Road Constructors, LLC
- PNE Prospect Road Holdings LLC
- PNE Prospect Road Investments LLC
- Senderos Creek Commercial Investments LLC
- Senderos Creek Commercial LLC
- Senderos Creek Condos Investments LLC
- Senderos Creek Condos LLC
- Senderos Creek Retail Investments LLC
- Senderos Creek Retail LLC
- Sunland Development Company, LLC

Installation Floater:

Policy #S2324740
 Selective Insurance Co of South Carolina
 Effective 01/01/2024-01/01/2025
 Single Location Limit: \$2,500,000
 Deductible: \$1,000

Pollution Liability:

Policy #51522010
 Allied World Insurance Co Inc
 Effective: 8/19/2023 - 8/19/2024
 Limit 1,000,000

General Liability:

CG2010 0413 Forms Attached Includes:
 Blanket Additional Insured status for Ongoing Operations applies only to the extent provided in form CG2010 0413 when required by written contract.

CG2037 0413 Form Attached Includes:
 Blanket Additional Insured status for Completed Operations applies only to the extent provided in form CG 2037 0413 when required by written contract.

CG2404 0509 Form Attached includes:
 Blanket Waiver of Subrogation applies only to the extent provided in form CG2404 0509 when required by written contract.

VEN05100 0220 Form Attached Includes:
 Primary and Non-Contributory status only to the extent provided in form VEN05100 0220 when required by written contract.

Auto Liability:

CA7816 1117 Form Attached Includes:
 Blanket Additional Insured – Primary & Non-Contributory status applies only to the extent provided in form CA7816 1117 when required by written contract.

CA7809 1117 Form Attached Includes:
 Blanket Waiver of Subrogation applies only to the extent provided in form CA7809 1117 when required by written contract.

Umbrella Liability:

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract including Primary and Non-Contributory status when required by written contract.

Worker's Compensation:

Form Attached Includes:
 Blanket Waiver of Subrogation when required by written contract.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Pacific North Enterprises LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

IMPORTANT: The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com with the Insured's name.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

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.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

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

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

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

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Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:



- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

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

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

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

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.



**ElitePac®
Commercial Automobile Extension**

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SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
AMENDMENTS TO SECTION II - LIABILITY COVERAGE	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 per "Accident"; \$500 Deductible Per "Accident"
AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension

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DESCRIPTION	
AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
AMENDMENTS TO SECTION V - DEFINITIONS	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

POLICY NUMBER:ATN2365618

COMMERCIAL GENERAL LIABILITY
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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization: As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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



United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1)** The Additional Insured is a Named Insured under such other insurance;
- and
- (2)** A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
- (i)** apply on a primary and non-contributory basis;
 - and
 - (ii)** would not seek contribution from any other insurance available to the additional insured.
- or
- b.** Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

NCCI #: WC000313B
Policy #: 4188860Pacific North Enterprises, LLC
900 Castleton Rd
Ste 118
Castle Rock, CO 80109Moody Insurance Agency Inc
8055 E. Tufts Ave
Ste 1000
Denver, CO 80237
(303) 824-6600**ENDORSEMENT: Blanket Waiver of Subrogation**

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

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

SCHEDULE

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