

1-II-2003#425

**Symer, Daniel**

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**From:** Callaway, Katie  
**Sent:** Friday, February 06, 2015 1:47 PM  
**To:** Symer, Daniel  
**Subject:** RE: Scottsdale Waterfront Broadstone Canal Insurance

Hi Daniel:

The attached endorsements give us the additional insured coverage without specifically listing us. So, this is acceptable. Sorry for the delay  
Katie

Katherine Callaway  
Director of Risk Management  
City of Scottsdale  
480-312-7841

**From:** Symer, Daniel  
**Sent:** Friday, February 06, 2015 9:19 AM  
**To:** Callaway, Katie  
**Subject:** RE: Scottsdale Waterfront Broadstone Canal Insurance

Katie,

Have you had a chance to look at the attachments and the info below yet?

Dan

**From:** Symer, Daniel  
**Sent:** Tuesday, February 03, 2015 10:20 AM  
**To:** Callaway, Katie  
**Subject:** Scottsdale Waterfront Broadstone Canal Insurance

Katie,

Attached is the Scottsdale Waterfront Broadstone Canal insurance pursuant to section 9.2 of contract 2003-164-COS. The last time we looked at this, you asked to have the salt river project added as an additional insured. It looks like this did this but took off the City of Scottsdale. Will you please review the attached documents and let me know if this complies, and if not what changes need to be made.

Thanks

Dan Symer, AICP  
Senior Planner  
City of Scottsdale  
Planning and Development Services Division  
Current Planning Services  
480-312-4218  
[dsymer@scottsdaleaz.gov](mailto:dsymer@scottsdaleaz.gov)

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## DESCRIPTIONS (Continued from Page 1)

status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the project referenced above.. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability policy provides a Waiver of Subrogation when required by written contract. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier. Full Named Insured: Broadstone Scottsdale Waterfront, LLC; Broadstone Scottsdale Waterfront Alliance, LLC; Alliance Residential Builders, LLC

**First Specialty Insurance Corporation**

**SPECIFIED NOTICE OF CANCELLATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

The following is added to your policy:

**SCHEDULE**

**Manager, Land Rights Management PAB348  
Salt River Project  
Po Box 52026  
Phoenix, AZ 85072-0000**

**30 days Notice of Cancellation**

We will provide to any person or organization listed in the above Schedule a copy of any written notice of cancellation that we issue to you.

All other terms and conditions of this policy shall remain unchanged.  
This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Policy Number: IRG200072802  
Named Insured: Alliance Residential Builders, LP  
Endorsement Effective Date: 01/31/2015

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

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

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:**

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**  
Any person or organization when you and such person or organization have agreed in writing in a contract or agreement that you will waive any right of recovery against such person or organization.

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
<p>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.</p>	<p>As per written contract.</p>

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

**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".

***First Specialty Insurance Corporation***

**PRIMARY AND NON-CONTRIBUTING INSURANCE  
(Third-Party)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**

Section IV: **Conditions, Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:

**Section IV: Conditions**

**Other Insurance:**

With respect to the Third Party shown below, the insurance provided by this policy shall be primary and noncontributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

The Third Party to whom this endorsement applies is:

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Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work."

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Policy Number: IRG200072802

Named Insured: Alliance Residential Builders, LP

Endorsement Effective Date: 01/31/2015

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of

the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.