## EXHIBIT C

### **INSURANCE REQUIREMENTS**

Before performing work or conducting any activities at the site of the Project, SUBCONTRACTOR shall comply with all of the insurance provisions set forth below. Commencing the Work constitutes an acknowledgment and representation by SUBCONTRACTOR that it is in compliance with this Exhibit A:

**Workers Compensation and Employer's Liability Insurance**. Workers Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than: (a) \$1,000,000 each accident for bodily injury by accident; (b) \$1,000,000 policy limit for bodily injury by disease; (c) \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoreman and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Subcontractor on its own behalf and on behalf of its insurers and other providers of coverage, waives any and all rights of recovery and right to subrogation in connection with matters to which such insurance applies. There shall be no coverage exclusions or restrictions for Virus or Communicable Disease. If Subcontractor leases any employees through another company, then they will provide evidence of coverage in the form of an alternative employer/leased employee endorsement. Risk Retention Groups are not acceptable.

**General Liability Insurance.** Subcontractor shall carry primary Commercial General Liability insurance covering all operations by or on behalf of Subcontractor, any actions or omissions by Subcontractor, and providing insurance for bodily injury and property damage liability for the limits of liability indicated below and including but not limited to coverage for:

- (1) premises and operations
- (2) products and completed operations will be maintained for ten years following Project completion.
- (3) contractual liability insuring tort obligations assumed by Subcontractor in this Contract
- (4) broad form property damage (including completed operations)
- (5) explosion, collapse and underground hazards (including subsidence and any other earth movement)
- (6) personal injury liability

The limits of liability shall be not less than the amounts required of Subcontractor under the Contract Documents, but in no event less than: (a) \$1,000,000 each occurrence (combined single limit for bodily injury and property damage); (b) \$1,000,000 for personal injury liability; (c) \$2,000,000 aggregate for products-completed operations; (d) \$2,000,000 general aggregate.

The general aggregate limit shall apply separately to Subcontractor's work under this Contract. For subcontracts in excess of \$250,000 but less than \$1,000,000, an additional \$5,000,000 Excess Liability Insurance policy shall be maintained over the General Liability coverage that shall, at a minimum, include coverage for the exposures set forth in items 1-6 above. For subcontracts in excess of \$1,000,000 but less than \$10,000,000, an additional \$10,000,000 Excess Liability Insurance policy shall be maintained over the General Liability coverage that shall, at a minimum, include coverage for the exposures set forth in items 1-6 above. For subcontracts in excess of \$10,000,000 but less than \$25,000,000 an additional \$15,000,000 Excess Liability Insurance policy shall be maintained over the General Liability coverage that shall, at a minimum, include coverage for the exposures set forth in items 1-6 above. For subcontracts in excess of \$25,000,000 an additional \$25,000,000 Excess Liability Insurance policy shall be maintained over the General Liability coverage that shall, at a minimum, include coverage for the exposures set forth in items 1-6 above. 1.1 No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Subcontractor's primary and excess liability policies are exhausted. The Intent of this provision Is to specifically require that the subcontractor's primary and excess layer of insurance will respond first and completely, prior to any other insurance responding that is carried by, or for the benefit of the Contractor, Owner, Architect/Engineer or any other party required to be named as an Additional Insured under this agreement.

Contractor, its officers, directors and employees, and Owner and General Contractor (if applicable) shall be named as additional insureds under the Commercial General Liability policy and Excess Liability policy and such insurance afforded the additional insureds shall apply as primary insurance. 1.1.1. Primary Non-Contributory Insurance Requirement – The policy shall stipulate the insurance afforded to the additional insureds applies as primary insurance and that any other insurance carried by the additional insureds will be excess only and will not contribute with the Subcontractor's insurance. Any other insurance maintained by Contractor or Owner shall not be called upon to contribute with this insurance. Coverage for the Contractor, its officers, directors and employees, and Owner and Prime Contractor (if applicable as additional insureds shall be provided by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 1185 as published by the Insurance Services Office (ISO)

(or equivalent) or (b) A combination of Additional Insured endorsement forms ("i" and "ii"): (i) CG 2010 1093 (1993), or 2010 0397 (1997) or GC 2010 1001 (2001); AND (ii) Additional Insured endorsement CG 2037 1001 (2001 version). Additional insured endorsement will be provided by Subcontractor through all applicable statue of response periods following completion of work.

Subcontractor on its own behalf and on behalf of its insurers and other providers of coverage, waives any and all rights of recovery and right to subrogation in connection with matters to which such insurance applies. General liability insurance shall be written on a form at least as broad as ISO occurrence form CG 0001. Contractor reserves the right, in its sole and subjective discretion, to reject an insurer and require Subcontractor to obtain policies from another insurer. Third party/action over exclusions are not allowable.

**Claims Made and Self Insurance Provisions**. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form without the express prior written consent of Contractor. Any self-insurance program providing coverage in excess of \$25,000 per occurrence requires the prior written consent of Contractor.

**Automobile Liability Insurance**. Subcontractor shall carry automobile liability insurance, including coverage for all owned hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Subcontractor on its own behalf and on behalf of its insurers and other providers of coverage waives any and all rights of recovery and right to subrogation in connection with matters such insurance applies. Contractor and Owner shall be named as additional insureds. If the Subcontractor or its Subcontractors transport hazardous materials, regulated substances or wastes, the policy shall include Endorsement MCS-90 and CA 99 48. The policy shall stipulate the insurance afforded to the additional insureds applies as primary insurance and that any other insurance carried by the additional insureds will be excess only and will not contribute with the Subcontractor's insurance. The policy provision or endorsement shall be at least as broad as ISO form CA 04 50 11 16.

Additional Requirements. All insurance under this provision (including, but not limited to general liability, automobile liability, and workers' compensation and employer's liability insurance) shall be provided by a California admitted carrier with an A.M. Best's Rating of A- or better, financial capacity VIII or greater (except for State Fund of California for workers' compensation coverage). General liability insurance shall be written on a form at least as broad as ISO occurrence form CG 0001; Automobile Liability Insurance shall be provided pursuant to a coverage form at least as broad as ISO form CA 0001. Contractor reserves the right, in its sole and subjective discretion, to reject an insurer and require Subcontractor to obtain policies from another insurer.

Certificates of insurance, as evidence of the insurance required by this Contract and including the required "additional insured" endorsement(s) shall be furnished by Subcontractor to Contractor with its bid. Certificates shall set forth deductible amounts applicable to each policy and all exclusions or limitations not set forth in ISO Commercial General Liability Form CG 00 01. The Contractor may allow deductible provisions if Subcontractor is willing to increase retentions accordingly. Standard ISO Form CG 0001 exclusions will also be allowed. Allowance of any additional exclusions or coverage limiting endorsements is at the discretion of the Contractor, and Subcontractor's bid shall be subject to upward adjustment to compensate for the existence of such exclusions.

Subcontractor's insurance and additional insured coverage shall not include the following exclusions or provisions: crosssuits and/or cross-insureds exclusion of coverage, independent subcontractor exclusions, mold, water damage and/or earth movement exclusions, requirements by the insurer that subcontractors or suppliers maintain insurance or agree to defend or indemnify Contractor or Owner, residential work exclusions or limitations. Subcontractor shall cause its policies to be amended or endorsed to remove any such exclusions, provisions or limitations. 1.1.1. Primary Non-Contributory Insurance Requirement – The policy shall stipulate the insurance afforded to the additional insureds applies as primary insurance and that any other insurance. There shall be no coverage exclusions or restrictions for wildfires, including, but not limited to, an unplanned or uncontrolled fire, regardless of how or where the source of the fire originated.

Regardless of the allowance of exclusions, coverage limitations or deductibles by the Subcontractor, Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by his insurance carrier(s). Certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) day's prior written notice to Contractor. Any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Agreement, including the duty to defend, indemnify and hold harmless Owner.

Subcontractor shall take such steps as are necessary to assure Subcontractor's compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period, Subcontractor shall, prior to the effective expiration or cancellation date, furnish the Contractor with evidence of renewal or replacement of the policy. Failure to continuously

satisfy insurance requirements as herein provided is a material breach of contract. In the event Subcontractor fails to maintain any insurance coverage required, Contractor may, but is not required to, maintain such coverage and charge the expense to Subcontractor or terminate this contract.

Any acceptance of insurance certificates or endorsements by Contractor shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Contract including the duty to indemnify and hold harmless Contractor.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Subcontractor for liability in excess of such coverage nor shall it preclude the Contractor from taking such other actions as is available to it under any other provision of the contract or law. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

Subcontractor shall not provide any liability coverage (including auto coverage) under a claims made, "wasting" policy or other form of policy that reduces the amount of coverage, in whole or in part, by amounts expended on defense of claims. Subcontractor shall also satisfy the following additional requirements:

- (a) Hazardous Materials. If Subcontractor and/or its subcontractors or suppliers, regardless of tier, perform remediation of toxic substances or contaminated or hazardous materials or if their operations create an exposure to toxic substances or contaminated or hazardous materials as those terms are defined in federal, state or local law, or the Contract Documents, Subcontractor and its subcontractors and suppliers must obtain a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Contractor as an additional insured. The policy shall stipulate the insurance afforded to the additional insureds applies as primary insurance and that any other insurance carried by the additional insureds will be excess only and will not contribute with the Subcontractor's insurance.
- (b) If Subcontractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), the policy must extend pollution coverage to the transportation of toxic substances or contaminated or hazardous materials or pollutants by waste hauling vehicles. If Subcontractor is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.
- (c) Professional Liability. If Subcontractor (or its subcontractors or suppliers, regardless of tier) performs any design/build work or services, it shall obtain a Professional Liability Insurance Policy. Design/build work includes, without limitation, design/build work with respect to mechanical, electrical, structural, plumbing and fire sprinkler systems. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to the start of the Project. Subcontractor shall obtain coverage for a minimum of three years following completion of the Project, either through continued purchase of policies for such years or through purchase of an extended reporting period. If Owner or Contractor elects to purchase a project design policy, Subcontractor's policy shall be endorsed to indicate that Subcontractor's policy shall provide coverage once the project design policy has been exhausted.
- (d) **Riggers Liability**. Should Subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.
- (e) Aircraft Liability. If Subcontractor (or its subcontractors or suppliers, regardless of tier) use any owned, leased, chartered or hired aircraft of any type in the performance of this contract, they shall maintain aircraft liability insurance in an amount of not less than \$10,000,000 per occurrence, including Passenger Liability. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the Project.
- (f) Work Near Railroads. If Subcontractor (including any lower tier subcontractor or supplier) performs any work or conducts any operations within fifty feet of any railroad (including any light rail, fixed rail or other rail system), Subcontractor shall obtain an endorsement of its Commercial General Liability Policy to delete any exclusion, including the "Contractual Liability" exclusion, for work performed within fifty feet of a railroad. A copy of such endorsement shall be provided to Contractor prior to any work or operations by Subcontractor within fifty feet of any railroad. Subcontractor shall also provide any other insurance coverage required by any owner or operator of any rail system.
- (g) Equipment and Property Coverage. Subcontractor shall procure and maintain at its own expense property and equipment insurance for Subcontractor's tools, equipment, temporary structures, work in progress, work in transit and/or in temporary storage.

If builders' risk insurance is not provided by Owner or Contractor, Subcontractor shall purchase and maintain installation floater coverage written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief and collapse. This insurance shall be written in an amount to provide full protection for Subcontractor's work and equipment. This insurance shall apply on a replacement cost basis. Any deductible shall be the full responsibility of Subcontractor.

- (h) Waiver of Subrogation. Contractor and Subcontractor waive all rights against each other for loss or damage to the extent reimbursed by any insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will provide these endorsements to Contractor with their insurance.
- (i) Requirements for Sub-subcontractors, Vendors, and Suppliers. Subcontractor shall ensure that all tiers of its subcontractors, vendors and suppliers and design professionals shall maintain insurance in like form and amounts, shall comply with the additional insured requirements as set forth above, shall waive subrogation as set forth above, shall otherwise comply with all requirements of this Exhibit A, and shall provide Contractor with evidence of insurance prior to commencing work. In the event that any of SUBCONTRACTOR's subcontractors, vendors, suppliers or design professionals do not have insurance coverage to coverage required in this AGREEMENT, SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR for any losses, damages and penalties that may arise as a result of SUBCONTRACTOR's subcontractors, vendors, suppliers and design professionals.
- (j) Wrap-Up or OCIP Insurance (1) If there is no Wrap-Up or Owner Controlled Insurance Program ("OCIP") for the Project, all provisions of this Attachment shall apply; (2) if there is Wrap-up or OCIP coverage, the provisions of this Attachment shall apply only to the extent the OCIP does not provide such coverage and thus the provisions of this Attachment shall require coverage in addition to the coverage provided by the OCIP. For example, and without limitation, if the OCIP does not cover off-site activities or workers compensation, then Subcontractor shall furnish all required insurance with respect to offsite activities and shall also maintain workers compensation coverage, all in accordance with the provisions of this Agreement, including this Section. Subcontractor shall at no additional cost to Contractor comply with all requirements and provisions of any such Wrap-up or OCIP coverage, including any applicable manual or provisions concerning the furnishing of credits, as if such requirements and provisions were incorporated herein.

#### **OCIP or Wrap Policy Disclosures**

## [ Check Box if applicable:

In accordance with Civil Code Section 2782.96, Contractor provides the following disclosures concerning a wrap-up insurance policy or other consolidated insurance program for a public works project or any other project other than a residential construction project as defined by Civil Code Section 895 et seq.:

• Total amount or method of calculation of any credit or compensation for premium required from Subcontractor or another participant (fill in one):

□ \$\_\_\_\_\_ or

- □ Per Exhibit \_\_, attached hereto.
- Policy limits: \$ \_\_\_\_\_.

• Known exclusions: See Exhibit \_\_\_\_\_, attached hereto.

Period/length of time policy is to remain in effect:

Upon written request, once Contractor itself obtains a copy of the Wrap-Up policy, a copy of the Wrap-Up policy may be inspected and copies by any person or company covered by the policy. If a policy is not yet available, upon written request, a person or company covered by the Wrap-Up policy shall be provided a copy of the insurance binder or declaration of coverage. Any person or company receiving a copy of the Wrap-Up policy, binder, or declaration ("participant") agrees not to disclose it to third parties other than the participant's insurance broker or attorney, unless required to provide or disclose it by law. Any participant who provides a copy of the Wrap-Up policy, binder or declaration to his, her or its insurance broker or attorney shall require the insurance broker or attorney not to disclose it unless required to do so by law.

ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE							DATE (MM/DD/YYYY) 12/13/2024		
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.									
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A J COMMERCIAL GENERAL LIABILITY		WVD	POLICY NUMBER SAMPLE		( <u>MM/DD/YYYY)</u> 7/1/2017	(MM/DD/YYYY) 7/1/2018	EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE 🗸 OCCUR	ľ						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
							MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER POLICY V PRO- JECT LOC							GENERAL AGGREGATE	\$	2,000,000
POLICY ✓ JECT LOC OTHER:							PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
B AUTOMOBILE LIABILITY	1		SAMPLESAMPLE		7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ANY AUTO	×						BODILY INJURY (Per person)	\$	.,
OWNED AUTOS ONLY SCHEDULE							BODILY INJURY (Per accident	)\$	
HIRED NON-OWNE AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								\$	5 000 000
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DED RETENTION \$							AGGREGATE	\$	3,000,000
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		1	SAMPLE		7/1/2017	7/1/2018	✓ PER OTH- STATUTE ER	-	
AND EMIFLOTER'S LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?			California WC				E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYE	\$	1,000,000
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS /	VEHICLES (A		 ) 101, Additional Remarks Schedu	ile, may be	e attached if mor	e space is require	ed)		
							,		
Bay Cities Paving & Grading, its dire	tors, office	ers. a	nd employees, <mark>the Owner</mark>	and the	General Cor	itractor (if app	licable) with respect to the	ne abov	ve
mentioned project are listed as Gene Subrogation applies as respects Ger	ra <mark>l Liability</mark>	and	Auto Liability Additional In	sured pe	er endorseme	ents attached	<ul> <li>under written agreeme</li> </ul>	<mark>nt. Wai</mark>	ver of
		ly unit					whiten agreement.		
CERTIFICATE HOLDER				CANC					
					ELLATION				
Bay Cities Paving & Grading, Inc. 1450 Civic Court Concord, CA 94520			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					
						5	ample Signature	,	
					© 19	88-2015 AC	ORD CORPORATION.	All rig	ghts reserved.

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### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

#### SAMPLESAMPLESAMPLESAMPLESAMPLE

#### SCHEDULE

All entities where required by written contract or written agreement

In consideration of the premium paid, it is hereby agreed that:

- 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 above, but only with respect to "bodily injury", "property damage", or "environmental damage" caused, in whole or in part, by:
  - 1. Your acts or omissions; or

**Designated Person or Organization:** 

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 Designated Project(s) or Premises shown in the Schedule 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.** The following shall not apply to and shall afford no coverage to additional insureds shown in the Schedule above:
  - 1. Coverage E Consultants' Professional Liability; or
  - 2. Coverage F Scheduled Property Pollution Liability; or
  - 3. Coverage **G** Non-Owned Disposal Site Pollution Liability.

**C.** With respect to the insurance afforded any such additional insured(s), the following exclusions apply:

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

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

All other terms and conditions of this policy remain unchanged.

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

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 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 designated above.

However:

- 1. The insurance afforded to such a sine al insured only applies to the extent permit of by law; and
- 2. If coverage provided to the addit and round is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than the when you are required by the contract or igreement 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 runnished in connection with such work, in the project (other than service, maint nance in repairs) to be performed by or on behavior the additional insured(s) at the location on the inverse operations has been completed; can
- . Lat portion of "your work" out of which the injun or damage arises has been put to its intension 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.

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.

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required by Written Contract	
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.



# 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.	
	$\mathbf{R}^{\mathbf{V}}$
Information required to complete this Sciencie, in not sh	nown above, will be shown in the Declarations.

A. Section II – Who Is Al Institute many and ended to include as an additional insured the person(s) or organization(s) shown in the Schoule, 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.

# 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:

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will 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 of damage arising out of your ongoing operations of "your work" done under a contract with that person or organization and included in the "particlecompleted operations hazard". This waiver a plue only to the person or organization shown in the Schedule above.

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

#### Named Insured:

**Endorsement Effective Date:** 

### SCHEDULE

Name Of Person(s) Or Organization(s):

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

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

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

#### Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Where required by written contra

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Endorsement No.

ATTACH TO AND FORMING A PART OF POLICY NUMBER		INSURED		
Subcontractor Policy Number	Eff Date	12:01 a.m (x)	NOON	Subcontractor Name

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Schedule

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 afrom us.

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

WHEN REQUIRED BY WRITTEN CONTRACT

AUTHORIZED REPRESENTATIVE:

DATE:

H