

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) ~

										Cur	rent Date
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 CONTACT NAME:											
Insurance Agent							PHONE (A/C, No, Ext): (A/C, No):				
Address							E-MAIL ADDRESS:				
							INSURER(S) AFFORDING COVERAGE NAIC #				
INSURED											
		Subcontracto Address	or Name								
		Address					INSURER D :				
	/= >										
		AGES					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,											
	CLL		TIONS OF SUCH		CIES.	LIMITS SHOWN MAY HAVE BEI	EN REDUCED BY	PAID CLAIMS.			
	X	TYPE OF INSU		ADDL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	4 000 000
Α	X	COMMERCIAL GENER							EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE	XOCCUR	Х	Х	Policy Number	00/00/0000	00/00/0000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
									MED EXP (Any one person)	\$	10,000
									PERSONAL & ADV INJURY	\$	1,000,000
	GEN	LAGGRE <u>GAT</u> E LIMIT A	AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-	LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							WA Stop Gap EL	\$	1,000,000
В	AUT	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO		х	х	Policy Number	00/00/0000	00/00/0000	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY	SCHEDULED AUTOS			,			BODILY INJURY (Per accident)	\$	
	Χ	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
			AUTOS ONET							\$	
С	Х		X OCCUR						EACH OCCURRENCE	\$	1,000,000
		EXCESS LIAB	CLAIMS-MADE			Policy Number	00/00/0000	00/00/0000	AGGREGATE	\$	1,000,000
			DN \$ 10,000						AGGREGATE	\$	
Α	WOR	KERS COMPENSATION							PER STATUTE X OTH- ER	φ	
		EMPLOYERS' LIABILIT'				Policy Number	00/00/0000	00/00/000	E.L. EACH ACCIDENT	\$	1,000,000
	OFFI (Man	IY PROPRIETOR/PARTNER/EXECUTIVE N/A POlicy Number		-					1,000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE		1,000,000	
D		ontractors Pollution		х	х	(If required by scope of w	ork)		E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E Contractors Professional Liability					(If required by scope of wo	ork)				1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
RE: (Insert Name of Project) Wilcox Construction, Inc. and (Insert Owner Name and other Additional Insureds required by Contract) are included as an Additional Insured's per attached Endorsement (Additional Insured Forms must be attached). Coverage is primary and non-contributory and waiver of subrogation applies per the attached form(s)/endorsement(s).											

CERTIFICATE HOLDER	CANCELLATION			
Wilcox Construction, Inc. 234 5th Avenue South Edmonds, WA 98020	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			
	Agent Signature			
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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 Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

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 site 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.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: PER WRITTEN CONTRACT

Location And Description of Completed Operations: PER WRITTEN CONTRACT

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITONS) is amended by the addition of the following:

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". The waiver applies only to the person or organization shown in the Schedule above.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - **b.** Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - **3.** Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- **C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- **D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.