

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights t							equire an endorsement	. A st	atement on
u	is certificate does not comer rights t	O the	cert	incate noider in neu or st	CONTAC					
					NAME:			FAX		
					(A/C, No, Ext): (A/C, No):					
					E-MAIL ADDRESS:					
					INSURER(S) AFFORDING COVERAGE NAIC #					NAIC#
INSU	DED.				INSURE					
	erican Sheet Metal Partition Co Inc				INSURER B:					
	27 Roberts Ave				INSURER C:					
IVIC	Clellan CA 95652				INSURER D:					
					INSURER E:					
	/FDA0F0	TIFI	- A T	RF:		DEVICION NUMBER				
_	VERAGES CERTIFY THAT THE POLICIES			NUMBER: 1824920317	/C DCC!	N ISSUED TO		REVISION NUMBER:	IE DOL	ICV DEDIOD
IN CI EX	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	QUIF PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIES EDUCED BY F	OR OTHER D DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPEC	CT TO V	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ					EACH OCCURRENCE	\$1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	00
								MED EXP (Any one person)	\$5,000	
								PERSONAL & ADV INJURY	\$ 1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$3,000	,000
	POLICY X PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000	,000
	OTHER:								\$	
Α	AUTOMOBILE LIABILITY	Υ	Υ					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X UMBRELLA LIAB X OCCUR	Υ	Υ					EACH OCCURRENCE	\$ 5,000	,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$5,000	,000
	DED RETENTION \$								\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y					X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$ 1,000	,000
	(Mandatory in NH)  If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$ 1,000	,000
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	
A	Property of Others Installation Floater							Property Limit \$250,000 site limit	500,0 1,000	00 Deductible
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Dence of Insurance	LES (A	ACORD	0 101, Additional Remarks Schedu	le, may be	attached if more	space is require	d)		
CEI	RTIFICATE HOLDER				CANC	ELLATION				
Evidence of Insurance					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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### 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 provisions of the Coverage Form apply unless modified by the endorsement.

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

Named Insured: American Sheet Metal Partition Co Inc.

**Endorsement Effective Date: 10/01/2022** 

#### SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage

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.

## 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.

# 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			
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage			
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. **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:

- 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.

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations			
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	Any person or organization you are required to add as additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage			
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".

(Ed. 4-84)

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

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

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

	Schedule
Name: Americ	an Sheet Metal Partition Co., Inc.
Address:	CA
Description of Waiver:	Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.
JobID:	
	ges the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below	is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective Insured	Policy No. Endorsement No. Premium
Insurance Company	Countersigned by

WC 00 03 13

(Ed. 4-84)

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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**

#### Name Of Person Or Organization:

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage

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.

# DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM AUTO DEALERS 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 changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: American Sheet Metal Partition Co Inc

**Endorsement Effective Date:** 10/01/2022

#### **SCHEDULE**

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

Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage.

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

- A. 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; or
  - (2) Paragraph D.2. of Section I Covered Autos Coverages of the Auto Dealers Coverage Form.

#### **B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" 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 person or organization.

### **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Designated Construction Project(s): All construction projects away from premise owned by or rented by insured

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, 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.
  - 2. 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 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, Damage To Premises Rented To You 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 Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. 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 Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.