

CITY OF CAMARILLO

Contractor Public Construction Questionnaire

2021



CITY OF CAMARILLO
FINANCE DEPARTMENT

Firm Name:

Contact Name:

Contact Email:

Contact Phone:

**CONTRACTOR GENERAL INFORMATION
FOR PUBLIC WORKS CONSTRUCTION**

In accordance with the requirements of the Public Contract Code for use of the Uniform Public Construction Cost Accounting Procedures, the City is requesting interested parties to submit this completed questionnaire for inclusion in the City's list of bidders for the upcoming year. **A new questionnaire must be completed each year.** This questionnaire should be filled out and mailed to the Finance Department of the City of Camarillo at 601 Carmen Drive, Camarillo, CA 93010, OR faxed to 805-388-5318. This list may be used by the City when a determination has been made to bid a project informally. For more information contact Marisela Hart at 805-388-5313.

Firm Name: _____

Contact Person: _____

Address: _____

Telephone No. _____ Fax No. _____

Cell Phone No. _____

Email Address: _____

Check One:

Corporation Partnership Sole Proprietor

If firm is a sole proprietor or partnership:

Owner(s) of Company: _____

Officers of the Company: _____

California Contractor's License Number(s):	License Classification:	Expiration Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Type of General Work of Interest: _____
 (List one from categories below)

Secondary or other type of work performed: (Check all that apply)

CATEGORIES OF WORK

Asphalt Overlay	Low Voltage Systems
Boiler, Hot Water Heating & Steam Fitting	Masonry
Bridge & Tunnel Construction	Masonry (incl. Retaining Walls)
Building Construction/Remodeling-Prefabricated	Minor Concrete (incl. Flatwork)
Building Construction/Remodeling-Tilt-up	Ornamental Metals
Building Construction/Remodeling-Commercial	Painting & Decorating
Building Construction/Remodeling-Residential	Parking Lot Improvement
Building Moving, Demolition	Pipeline Construction - Dry (i.e. Cabling)
Cabinet, Mill Work & Finish Carpentry	Pipeline Construction - Wet (i.e. Water, Sewer, Storm Drain)
Communication Lines	Playground Equipment Installation
Concrete - Flatwork	Plumbing
Concrete - Structures	Roadway Construction (Highway)
Concrete Retaining Walls	Refrigeration
Concrete Rehabilitation/ Repair	Roofing
Construction Zone Traffic Control	Sanitation System
Drywall	Sheet Metal
Earthwork & Grading	Signing/Traffic Control
Electrical (General)	Slurry Seal
Electrical (Signs)	Solar
Elevator Installation	Steel, Reinforcing
Excavation	Steel, Structural
Fencing	Striping
Federally Funded Projects	Swimming Pool
Fire Protection	Tanks
Flooring & Floor Control	Tile (Ceramic & Mosaic)
Glazing	Traffic Signals & Street Lighting
Hazardous Material Abatement	Treatment Facility Equipment Installation/Repair
Industrial Coatings	Utility Potholing (Vacuum)
Insulation & Acoustical	Warm Air Heating, Ventilating and Air Conditioning
Landscaping & Irrigation	Water Conditioning
Lathing & Plastering	Welding
Limited Specialty	Well Drilling
Lock & Security Equipment	
Other (briefly describe)	

Union Yes No
Disadvantaged Business Enterprise (DBE) Yes No

Bonding capacity (per job): \$_____ (total firm) \$_____

Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number: _____

How many years has your organization been in business in California as a contractor under your present business name and license number?

_____ (years)

I, the undersigned, certify and declare that I have read all of the foregoing answers to this questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____ Name: _____

Position: _____

PART I. ESSENTIAL REQUIREMENTS FOR INCLUSION

Contractor will be immediately disqualified if answer to any questions 1, 2, or 3 is “No”.

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Contractor has read the City’s insurance requirements in Exhibit A. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Contractor has insurance coverage in compliance with the City’s requirements in Exhibit A. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Contractor is currently licensed with the California Contractor’s State License Board. | <input type="checkbox"/> | <input type="checkbox"/> |

Contractor will be immediately disqualified if the answer to any of questions 4, 5, or 6 is “Yes”.¹

- | | Yes | No |
|--|--------------------------|--------------------------|
| 4. Has your contractor’s license been revoked or suspended at any time in the past five years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has a surety company completed a contract on your behalf, or paid for completion because your firm defaulted or was terminated by the project owner within the last five years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. At the time of submitting this questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 (violation of public works labor laws) or Labor Code section 1777.7 (violation of apprentice requirements)? | <input type="checkbox"/> | <input type="checkbox"/> |

¹A contractor disqualified solely because of a “yes” answer given to question 4, 5, or 6 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of this questionnaire. Signing this questionnaire on the signature portion thereof shall also constitute signature of this Certification.

DECLARATION OF ELIGIBILITY TO CONTRACT

The undersigned, a duly authorized representative of the bidder, certifies and declares that:

1. The bidder is aware of California Labor Code sections 1771.1 and 1777.7, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The bidder is not prohibited from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project under Labor Code sections 1771.1 and 1777.7, or any other provision of law.
3. The bidder is aware of California Public Contract Code section 6109, which states:
 - "(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project will be returned to the awarding body. The contractor is responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."
4. The bidder has investigated the eligibility of each and every subcontractor that bidder intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of Public Contract Code section 6109, Labor Code sections 1771.1 and 1777.7, or any other provision of law.
5. Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____, at _____, California.

Signature and Title of Authorized Official

Dept. of Industrial Relations Registration # and Exp. Date

STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS

TO: California Department of Industrial Relations
 Division of Apprenticeship Standards
 P.O. Box 420603
 San Francisco, CA 94142

AWARDING AGENCY ID NUMBER:



If you do not have an ID number please contact DAS

FROM:

CONTRACTOR SHALL SUBMIT PWC-100 WITH QUESTIONNAIRE AND REVISED PWC-100 AT THE TIME OF SUBMITTING COST PROPOSAL

**EXTRACT OF
PUBLIC WORKS CONTRACT AWARD**

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

1. NAME OF GENERAL CONTRACTOR		2. CONTRACTOR'S LICENSE NO	
3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX)		4. CITY	
		5. ZIP CODE	6. TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS		8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY): CAMARILLO	
9. NAME OF PROJECT		8a. County: VENTURA	
10. CONTRACT NUMBER	11. PROJECT NUMBER	12. DOLLAR AMOUNT OF CONTRACT AWARD	
13. FIRST ADVERTISED BID DATE MONTH DAY YEAR	14. CONTRACT AWARD DATE MONTH DAY YEAR	12a. ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions).	
16. STATE CONSTRUCTION BONDS YES NO If YES, List the Sources and Dollar Amount of Bond Proceeds: SOURCES DOLLAR AMOUNT		15. WHICH STATUTE, IF ANY, APPLIES TO THIS PROJECT?	
		17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT?	
		18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to cmupla@dir.ca.gov YES NO	
19. STARTING DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)		20. COMPLETION DATE (ESTIMATED OR ACTUAL) (MM/DD/YYYY)	
21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED		2 2 · NEW CONSTRUCTION REMODELING	
23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S) Please list Sub-contractors and their worker classifications on page 2			
24. Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code?		<input checked="" type="radio"/> YES	<input type="radio"/> NO
25. SIGNATURE	26. TITLE	27. DATE	
28. PRINTED OR TYPED NAME	29. E-MAIL ADDRESS	30. TELEPHONE NUMBERS	
If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU			
31. NAME	32. TITLE	33. E-MAIL ADDRESS	34. TELEPHONE NUMBER

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (Continued)

Listing of Sub Contractors

Con. Lic. #	Contractor	Classification of workers

**CONTRACTOR SHALL SUBMIT PWC-100 WITH
QUESTIONNAIRE AND REVISED PWC-100 AT THE TIME
OF SUBMITTING COST PROPOSAL**

PART II. ORGANIZATION, HISTORY, PERFORMANCE COMPLIANCE WITH CIVIL AND CRIMINAL LAW

If the answer to any of the following questions is “Yes”, please explain on page 10.

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. Is your firm currently the debtor in a bankruptcy case? Or has it been at any time during the last five (5) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any Contractor’s State License Board (CSLB) license held by your firm or its Responsible Managing Employee (RME) or responsible Managing Officer (RMO) been suspended within the last five years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. In the last five years, has your firm, or any firm with which any of your company’s owners, officers or partners are associated, been debarred, disqualified, removed or otherwise prevented from bidding on or competing for any government agency or public works project for any reason?
Note: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position. | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. In the past five years, has any claim <u>against</u> your firm concerning your firm's work on a construction project been <u>filed in court or arbitration</u> ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default to satisfy any claims made against a performance or payment bond issued on your firm’s behalf in connection with a construction project, either public or private? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? | <input type="checkbox"/> | <input type="checkbox"/> |

- | | Yes | No |
|--|--------------------------|--------------------------|
| <p>10. Has Cal/OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?
 Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>11. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?
 Note: If you have filed an appeal of a citation and the appeals board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>12. Has the EPA or any air quality management district or any regional water quality control board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>13. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the state’s prevailing wage laws’ or the federal Davis-Bacon prevailing wage requirements.
 Note: This question refers only to your own firm’s violation of prevailing Wage laws, not to violations of the prevailing wage laws by a subcontractor.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>14. Has the Union placed levies against your firm in the past five years?</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>15. Has your firm undergone a change in ownership in the last five years?</p> | <input type="checkbox"/> | <input type="checkbox"/> |

Part III. Summary of Recent Project Completed

Contractor shall provide information about its six most recently completed public works projects and three largest completed private projects.

	Name of Public Works Projects		Name of Private Projects
1		1	
2		2	
3		3	
4			
5			
6			

For each project listed above, please complete a separate detail sheet as shown on page 14.

PART III. RECENT PROJECTS COMPLETED – DETAIL SHEETS

Contractor must provide a detail sheet for each of the projects listed on page 13 of questionnaire. Names and references must be current and verifiable. Copy this page for each project.

Project Name: _____

Location: _____

Public Agency/Owner: _____

Owner Contact (name and current telephone number): _____

Description of Project, Scope of Work Performed: _____

Initial Awarded Amount: \$ _____

Total Value of Change Orders: \$ _____

Number of Change Orders: _____

Total Cost of Final Project: \$ _____

Initial Scheduled Date of Completion: _____

Actual Date of Completion: _____

Liquidated Damages Assessed to Contractor: \$ _____

Was your firm the prime contractor on this project? YES NO

If not, list the name and address of the prime contractor and the value of the work your firm completed on the project.

Prime Name: _____

Prime Address: _____

Value of work your firm completed: \$ _____

INSURANCE

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$2,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than \$2,000,000 per occurrence for all covered losses, and no less than \$4,000,000 general aggregate.

Liability policies must be endorsed to name **City, its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

The policy must state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by City.

Coverage must be applicable to City for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by City. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy

described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.
5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by City. City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the City Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by City. Such Certificates of Insurance and Endorsements must be in a form approved by City's Attorney. Contractor must maintain current certificates and endorsements on file with City during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to City.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, City may, in addition to any other available remedies, (a) obtain such coverage at

Contractor's expense and deduct the cost from the sums due Contractor, (b) make a claim against the Contractor's surety, or (c) terminate the Contract.

10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Entity should be scheduled or should read: "Any person or organization as required by written contract or agreement."

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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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:

Entity should be scheduled or should read: "Any person or organization as required by written contract or agreement."

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.

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): Entity should be scheduled or should read: "Any person or organization as required by written contract or agreement."
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.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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:

Endorsement Effective Date:

SCHEDULE

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

Entity should be scheduled or should read:

" Any person or organization as required by written contract or agreement."

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.