EXHIBIT L INSURANCE REQUIREMENTS

PART A - STANDARD INSURANCE REQUIREMENTS FOR NON-CFD PROJECTS & FEES ONLY CFD PROJECTS

I. Prior to the Pre-job construction meeting, Sponsor or Sponsor's contractor, shall provide District with certificates of insurance coverage in accordance with these requirements.

- II. Sponsor <u>or</u> Sponsor's contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.
- III. Sponsor <u>or</u> Sponsor's contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, resulting in a Bodily Injury or Property Damage claim and any resultant settlements, which may affect the limits of the required coverage, as soon as is reasonable and practical.
- IV. Sponsor <u>or</u> Sponsor's contractor, and each of his subcontractors, shall take out and maintain the following policies of "occurrence form" type insurance, with coverages reasonably acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the Contractor's guarantee.
 - A. <u>Workers' Compensation Insurance</u> to cover employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such workers' compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance
 - B. <u>**Commercial Liability Insurance.**</u> Sponsor or Sponsor's Contractor shall procure and maintain Commercial Liability Insurance in amounts not less than the following:

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations Aggregate

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

C. <u>Automobile Liability Insurance.</u> Sponsor or Sponsor's Contractor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit

- D. <u>Equipment Floater.</u> Sponsor or Sponsor's Contractor shall maintain or cause to be maintained until the work of this contract is completed an equipment floater to cover all tools, equipment, supplies and materials on the jobsite.
- V. Each such policy of insurance shall:
 - A. Be issued by insurance carriers that are:
 - 1. Licensed to transact insurance business in California; and
 - 2. Rated no less than <u>A-, Class VIII</u> (8) by the A.M. Best Company.
 - B. Captive and/or Risk Retention groups are not acceptable unless rated no less than <u>A-, Class VIII (8)</u> by the A. M. Best Company; and
 - C. Self Insured Retention (SIR) greater than \$100,000 is acceptable subject to Sponsor providing verification of Sponsor's current net-worth as follows:

SIR Limit	Net-Worth	
\$100,000	N/A	
\$100,001 to \$250,000	\$2,500,000	
\$250,001 to \$500,000	\$5,000,000	
\$500,001 to \$1,000,000	\$10,000,000	
\$1,000,001 to \$5,000,000	\$50,000,000	

- VI. Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:
 - A. Domiciled or authorized to do business in the United States; and/or listed as an approved insurance carrier on the California Department of Insurance L.E.S.L.I. list;
 - B. Rated no less than <u>A-, Class VIII (8)</u> by the A.M. Best Company; and
 - C. Risk Retention Groups and/or Captive Insurance carries are not acceptable unless they can provide an AM Best rating that meets District's policy

The District reserves the right to disqualify any **admitted** or non admitted insurer at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

- VII. Additional Insured: Name and list the District as "Additional Insured" by utilizing endorsement form CG 20 10 11/85, or CG 20 10 10/01 with CG 20 37 10/01 to include Completed-Operations (or equivalent forms) beyond the completion date. Endorsements are required with certificate.
- VIII. Not be canceled, reduced in coverage or limits until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits.

- IX. Be endorsed for the **Aggregate Limit to Apply to this Project** by utilizing endorsement form "CG 25 03 03 97" (or equivalent), executed by the insurance carrier. Endorsement required with certificate. **An aggregate limit (cap) is not allowed.**
- X. Show evidence of renewal of an expiring policy in conformance with District standards.
- XI. If sponsor is unable to fulfill the insurance requirements stipulated herein, sponsor has the option to:
 - A. Post a Standby Letter of Credit for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project; or
 - B. Post a CD for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project.

PART B - INSURANCE REQUIREMENTS FOR SPECIAL FUNDING (AD/CFD) PROJECTS

I. Prior to the Pre-job construction meeting, Sponsor and Sponsor's Contractor (if different from Sponsor), shall provide District with certificates of insurance coverage in accordance with these requirements.

- II. Sponsor <u>and</u> Sponsor's Contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.
- III. Sponsor <u>and</u> Sponsor's Contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, resulting in a Bodily Injury or Property Damage claim and any resultant settlements, which may affect the limits of the required coverage, as soon as is reasonable and practical.
- IV. Sponsor <u>and</u> Sponsor's Contractor and each of his subcontractors shall take out and maintain the following policies of "occurrence form" type insurance, with coverages reasonably acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the guarantee:

SPONSOR'S CONTRACTOR AND ALL SUBCONTRACTORS:

- A. <u>Workers' Compensation Insurance.</u> Sponsor's Contractor and subcontractors shall cover employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such workers' compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance.
- B. <u>Equipment Floater.</u> Sponsor or Sponsor's Contractor shall maintain or cause to be maintained until the work of this contract is completed an equipment floater to cover all tools, equipment, supplies and materials on the jobsite.

SPONSOR:

a. <u>**Commercial Liability Insurance.**</u> Sponsor shall procure and maintain Commercial Liability Insurance in amounts not less than the following:

\$1,000,000 Each Occurrence\$2,000,000 General Aggregate\$2,000,000 Products-Completed Operations Aggregate

Where excess liability insurance is used in connection with primary liability insurance the combination of such must allow total limits of liability to be in amounts not less than the above specified amounts.

b. <u>Automobile Liability Insurance.</u> Sponsor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 Combined Single Limit

- i. Each such policy of insurance shall:
 - A. Be issued by insurance carriers that are:
 - 1. Licensed to transact insurance business in California; and
 - 2. Rated no less than <u>A-, Class VIII (8)</u> by the A.M. Best Company.
 - B. Captive and/or Risk Retention groups are not acceptable unless rated no less than <u>A-, Class VIII (8)</u> by the A. M. Best Company; and
 - C. Self Insured Retention (SIR) greater than \$100,000 is acceptable subject to Sponsor providing verification of Sponsor's current net-worth as follows:

SIR Limit	Net-Worth
\$100,000	N/A
\$100,001 to \$250,000	\$2,500,000
\$250,001 to \$500,000	\$5,000,000
\$500,001 to \$1,000,000	\$10,000,000
\$1,000,001 to \$5,000,000	\$50,000,000

- VI. Non-admitted/Surplus Lines insurance carriers (carriers not licensed in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:
 - A. Domiciled or authorized to do business in the United States; and/or listed as an approved insurance carrier on the California Department of Insurance L.E.S.L.I. list;
 - B. Rated no less than <u>A-, Class VIII (8)</u> by the A.M. Best Company; and
 - C. Risk Retention Groups and/or Captive Insurance carries are not acceptable unless they can provide an AM Best rating that meets District's policy.

The District reserves the right to disqualify any **admitted** or non admitted insurer at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

- VII. Additional Insured: Name and list the District as "Additional Insured" by utilizing endorsement form CG 20 10 11/85, or CG 20 10 10/01 with CG 20 37 10/01 to include Completed-Operations (or equivalent forms) beyond the completion date. Endorsements are required with certificate.
- VIII. Not be canceled, reduced in coverage or limits until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits.
- IX. Be endorsed for the **Aggregate Limit to Apply to this Project** by utilizing endorsement form "CG 25 03 03 97" (or equivalent), executed by the insurance carrier. Endorsement required with certificate. **An aggregate limit (cap) is not allowed.**
- X. Show evidence of renewal of an expiring policy in conformance with District standards.
- XI. If sponsor is unable to fulfill the insurance requirements stipulated herein, sponsor has the option to:
 - A. Post a Standby Letter of Credit for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project; or
 - B. Post a CD for \$1 million, approved by the District, to be in place for 3 years beyond the completion of the project

Part C- SPECIAL Insurance Requirements for Self-Insured Retention (SIR) and WRAP Programs

- I. As an alternative, Sponsor or Sponsor's Contractor (if different from Sponsor) may satisfy the requirements of Part A or Part B via Wrap coverage and Self-Insured Retention as provided for in this section.
- II. Prior to the Pre-job construction meeting, Sponsor or Sponsor's Contractor, shall provide District with Certificates of insurance coverage in accordance with these requirements.
- III. Sponsor or Sponsors contractor shall not commence work under this contract until he has obtained all policies of insurance required hereunder, nor shall he allow any subcontractor to commence work until all policies of insurance required of the subcontractor have been obtained.
- IV. Sponsor or Sponsor's contractor shall, during the life of this contract, notify District in writing of any incident, either under his jurisdiction, or any of his subcontractors, giving

rise to any potential Bodily Injury or Property Damage claim and any resultant settlements, whether in conjunction with this or any other project which may affect the limits of the required coverage, as soon as is reasonable and practical.

- V. Sponsor or Sponsor's contractor, and each of his subcontractors, shall take out and maintain the following policies of "Occurrence form" type insurance, with coverages acceptable to the District, at his sole cost and expense at all times during the life of this contract, including the entire time of the Contractor's guarantee.
 - A. <u>Workers Compensation Insurance</u> to cover employees as required by Section 3700 of the Labor Code of the State of California, and Contractor shall require all subcontractors similarly to provide such worker's compensation insurance for all subcontractors' employees. Such policy shall contain an endorsement that waives all right of subrogation against those persons or entities designated in the policy of Commercial Liability Insurance. Such policy shall provide employers liability limits of \$1,000,000.00.
 - B. <u>**Commercial Liability Insurance**</u>. Sponsor or Sponsor's Contractor shall procure and maintain commercial liability insurance in amounts stated as follows:
 - <u>WRAP Insurance</u>: Sponsor or Sponsor's contractor may satisfy the requirements of General Liability Insurance by providing a "Wrap Insurance Program" that includes all eligible contractors and subcontractors. The program may be structured using a combination of Commercial Liability insurance (primary and excess) and self insurance, which will cover Bodily Injury and Property Damage liability exposures in connection with the Project listed. (Wrap coverage **EXCLUDES** Auto, Worker's Compensation and Property/Builders Risk coverage.) The maximum limits allowed are set forth below. Sponsor shall provide the District with verification of Sponsor's current net-worth, in addition shall specify WRAP and SIR limits on the insurance certificate.

SIR limit	Insuran	Net-Worth	
	Occurrence	Aggregate	
Up to \$100,000	\$10,000,000	\$20,000,000	Not Required
\$100,001 to \$250,000	\$15,000,000	\$30,000,000	\$2,500,000
\$250,001 to \$500,000	\$15,000,000	\$30,000,000	\$5,000,000
\$500,001 to \$1,000,000	\$20,000,000	\$30,000,000	\$10,000,000
\$1,000,001 to \$5,000,000	\$30,000,000	\$40,000,000	\$50,000,000
\$5,000,001 to \$10,000,000	\$40,000,000	\$50,000,000	\$100,000,000

- a. If Sponsor provides Wrap insurance **per project**, the aggregate limit stated above does not apply, however must match the occurrence limit.
- b. Completed operations and Products coverage will be maintained for a minimum of 10 years.
- C. <u>Automobile Liability Insurance</u>. Sponsor or Sponsor's Contractor shall procure and maintain Automobile Liability Insurance in amounts not less than the following:

\$1,000,000 (Primary and Excess)

D. <u>Equipment Floater.</u> Sponsor or Sponsor's Contractor shall maintain or cause to be maintained until the work of this contract is completed an equipment floater to cover all tools, equipment, supplies and materials on the jobsite.

VI. EACH such policy shall:

- A. Be issued by insurance carriers that are:
 - 1. Licensed to transact insurance business in California; and / or
 - 2. Rated no less than <u>A, Class XI (11)</u> for Wrap coverage and <u>A-, Class VIII (8)</u> for Auto and Worker's Comp by the current A.M. Best Guide
- B. Captive and/or Risk Retention groups are not acceptable unless rated no less than <u>A, Class XI (11)</u> for Wrap coverage and <u>A-, Class VIII (8)</u> for Auto and Worker's Comp by the current A.M. Best Guide; and
- VII. Non-admitted / Surplus Lines insurance carriers (carriers not license in the State of California), may be acceptable to the District under certain conditions. Non-admitted insurance carriers providing any form of insurance coverage must be:
 - A. Domiciled in the United States; and / or Listed as an approved insurance carrier on the California Department of Insurance L. E. S.L. I. List;
 - B. Rated no less than <u>A, Class XI (11)</u> for Wrap coverage and <u>A-, Class VIII (8)</u> for Auto and Worker's Comp by the current AM Best Guide; and
 - C. Risk Retention Groups and/or Captive Insurance carriers are NOT acceptable unless they can provide an AM Best rating that meets the District's policy

The District reserves the right to disqualify any **admitted** or non-admitted insured at any time. In the event an insurer does not meet the requirements herein, Contractor shall have **30 calendar days** to submit replacement insurance in conformance with these requirements.

- VIII. Additional Insured: Name and list the District as an "Additional Named Insured" by utilizing endorsement from CG20 10 11/85 ed. or its equivalent (CG 2010 10/01ed with the CG 2037 10/01ed. for example) to include completed operation/product coverage. Endorsements to the insurance contracts are required to be submitted with the certificates of insurance.
 - A. WRAP programs may include "Blanket Additional Insured endorsement" to the CGL policy under the WRAP policy provided it also provides the equivalent coverage of the Accord CG 20 10 11/85 endorsement.
- IX. Not to be cancelled reduced in coverage or limits, until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction of coverages or limits as evidenced by receipt of a registered letter.
- X. Show evidence of renewal of an expiring policy in conformance with District Standards.

IF SPONSOR IS UNABLE TO FULFILL THE INSURANCE REQUIREMENTS STIPULATED HEREIN, SPONSOR HAS THE OPTION, WITH THE PRIOR WRITTEN CONSENT OF DISTRICT, TO:

Cause a financial institution ("Bank") located and doing business in the (a) (i) State of California and acceptable to the District, to issue and deliver to the District an irrevocable standby letter of credit in the sum of One Million Dollars (\$1,000,000.00) ("Letter of Credit"). The Letter of Credit shall be reasonably satisfactory to the District as to form and content. The Letter of Credit shall comply in all respects with District's policy or policies (collectively, "Policy") with respect to Letters of Credit on file at District's finance department, if any. In the event of a conflict between the provisions of this Section and the Policy, the Policy shall control. In the event the Sponsor fails to deliver to the District the Letter of Credit when required by the District, the Sponsor shall be required to provide to District all of the insurance required under this Exhibit L. The Letter of Credit shall provide that District shall have the absolute right to draw on the Letter of Credit upon notice to the Bank that there is a claim against the District under the indemnity set forth in the Agreement, or in the event the District determines that the insurance set forth in this Exhibit L would otherwise be applicable. The District, in its option, may draw all or a portion of the funds represented by the Letter of Credit. In the event the District draws on the Letter of Credit, the District shall deposit such sums in an account established by District and may be used by District to satisfy any obligations of Sponsor. If the Letter of Credit is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Letter of Credit have not then been met, the full amount of the Letter of Credit may be drawn by the District. The Letter of Credit, or a substitute letter of credit ("Substitute Letter of Credit"), shall be renewed not less than thirty (30) calendar days prior to the expiration of the Letter of Credit or the Substitute Letter of Credit then in effect. If the Letter of Credit or Substitute Letter of Credit is not renewed within thirty (30) days prior to its expiration date and the request for release or termination of the Letter of Credit or Substitute Letter of Credit has not then been met, the full amount of the Letter of Credit or Substitute Letter of Credit may be drawn by District and deposited in an account established by District and may be used as provided in this Section.

(ii) The District shall return the Letter of Credit or the Substitute Letter of Credit to the Sponsor three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement.

Cause a Bank located and doing business in the State of (b) (i) California and acceptable to the District, to issue and deliver to the District a Certificate of Deposit in the sum of One Million Dollars (\$1,000,000.00) ("Certificate of Deposit"). The Certificate of Deposit shall be reasonably satisfactory to the District as to form and content. The Certificate of Deposit shall comply in all respects with District's policy or policies (collectively, "Policy") with respect to Certificates of Deposit on file at District's finance department, if any. In the event of a conflict between the provisions of this Section and the Policy, the Policy shall control. In the event the Sponsor fails to deliver to the District the Certificate of Deposit when required by the District, the Sponsor shall be required to provide to the District all of the insurance required under this Exhibit L. The Certificate of Deposit shall provide that District shall have the absolute right to draw on the Certificate of Deposit at any time the District determines, in its sole and absolute discretion, there is a claim against the District under the indemnity set forth in the Agreement or in the event the District determines that the insurance set forth in this

Exhibit L would otherwise be applicable. The District, at its option, may draw all or a portion of the funds represented by the Certificate of Deposit. In the event the District draws on the Certificate of Deposit, the District shall deposit such sums in an account established by District and may be used by District to satisfy any obligations of Sponsor. The Certificate of Deposit shall provide that it will automatically renew through such period of time which is three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement. If the Bank does not allow for automatic renewal, Sponsor shall renew the Certificate of Deposit annually. If the Certificate of Deposit is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Certificate of Deposit have not then been met, the full amount of the Certificate of Deposit may be drawn by the District. The Certificate of Deposit, or a substitute certificate of deposit ("Substitute Certificate of Deposit"), shall be renewed not less than thirty (30) calendar days prior to the expiration of the Certificate of Deposit or the Substitute Certificate of Deposit then in effect. If the Certificate of Deposit or Substitute Certificate of Deposit is not renewed within thirty (30) days prior to its expiration date and the request for release or termination of the Certificate of Deposit or Substitute Certificate of Deposit has not then been met, the full amount of the Certificate of Deposit or Substitute Certificate of Deposit may be drawn by District and deposited in an account established by District and may be used as provided in this Section.

(ii) The District shall return the Certificate of Deposit or Substitute Certificate of Deposit to the Sponsor three (3) years after the District has accepted the last facility or improvement to be constructed or installed by Sponsor under the Agreement.

EXHIBIT O PERFORMANCE AND PAYMENT BONDS (for CFD Projects)

The performance and payment bonds shall be delivered to the District at the preconstruction conference and must be accepted by the District prior to the start of construction.

The Sponsor (Developer) shall furnish a faithful performance bond and a labor payment bond in an amount equal to 100% of the **contract bid amount of the lowest responsive bidder**. All bonds shall be executed by admitted surety insurers, as defined in Code of Civil Procedure section 995.120.

Pursuant to Section 995.660(a) of the Code of Civil Procedure, the Sponsor (Developer) shall submit the following documents with the performance and payment bonds:

- (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so;
- (2) A certified copy of the certificate of authority of the insurer issued by the State of California's Insurance Commissioner; and
- (3) Copies of the insurer's most recent annual and quarterly statements filed with the Department of Insurance.

As an alternative, Sponsor may submit a dual obligee rider along with the performance and payment bonds to post with the County and/or City, subject to the provisions stated herein and acceptable to the District. The bonds and dual obligee rider shall be submitted in duplicate originals; 1 set to remain with the District.

Return of Original Performance and Payment Bonds.

Once the project is completed and accepted by the District, the Inspector shall issue a Total Completion Report. The District shall process a Notice of Acceptance to the Riverside County Recorder's Office for recordation.

Upon request by the Developer, the bonds shall be returned as follows:

Performance Bond: Upon completion of the full warranty period of 12 months, from the recorded Notice of Acceptance date.

Payment Bond: 7 months from the recorded Notice of Acceptance date

IFICATE OF LIA ress or P.O. Box & Zip Code or Name BELOW HAVE BEEN ISSUED TO FION OF ANY CONTRACT OR O BY THE POLICIES DESCRIBED NMAY HAVE BEEN REDUCED E POLICY NUMBER See NOTE #1 & #2 Enter Policy # DE OCCUIFFERCE Type PER: Must be PROJECT Enter Policy # Must include Policy # On each peril of	THIS CE AND CC CERTIFI AFFORI INSURER INSURER A INSURER A INSURER B Provice Must b DEPROVICE MUST B POLICY EFFECTIVE DATE (MM/DD/YY) Enter Effective Date Self Insured greater than acceptable u net-worth - J must be not	RTIFICATE IS ISS INFERS NO RIGH CATE DOES NOT A DED BY THE POLIC IS AFFORDING CO Name of Insur All Carriers I e Insurance (De admitted - ED ABOVE FOR THE ITH RESPECT TO WH TO ALL THE TERMS POLICY EXPIRATION DATE (MM/DD/YY) Enter Expiration Date Retention (SIR)	UED AS A MATTER OF INI TS UPON THE CERTIFICA AMEND, EXTEND OR ALTE CIES BELOW. DVERAGE ance Company must be rated A-VIII or better Carrier and AMBES to be Verified by EN POLICY PERIOD INDICATED. N ICH THIS CERTIFICATE MAY B	NAIC # Enter NAIC# ST or NAIC#/ MWD NOTWITHSTANDING BE ISSUED OR MAY DNS OF SUCH			
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		Date	(Each Occurrence)	\$ 1,000,			
	Verify	1					
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	on all		BODILY INJURY				
insurance (GL, Auto,	of insu		(Per accident)				
Worker's Comp, Equipment Floater (if			PROPERTY DAMAGE				
applicable, Excess)		Verify li	(Per accident)				
		veniyn	EA ACCIDENT				
		-					
See NOTE #4	Enter Effective	Enter Expiration	EACH OCCURRENCE	SEnter Li			
Enter Policy #	Date	Date	AGGREGATE	SEnter Li			
-							
(if required)							
			WC STATU- OTH-	<u> </u>			
See NOTE #3	Enter Effective Date	Enter Expiration Date					
Enter Policy#	L'aite	court		<u> </u>			
			E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,0 \$ 1,000,0			
			C.C. DISEASE - POLICY LIMIT	\$ 1,000			
for N/A	N/A	N/A		\$ N/A			
			Project Name must be i	included on co			
EHICLES / EXCLUSIONS ADDED BY	Y ENDORSEMENT / SPEC		EMWD named as addit				
nsured per CG2010 (11/85) OI	R CG2010 (10/01) W	TH CG2037 (10/01)					
per CG2503 (3/97). sement to Worker's Compensa	ation in favor of EMV	VD. Endorsements r	nust be attached.				
be used in connection with pri	imary liability insura	nce to equal amounts	s required.				
	CANCEL	LATION					
R DISTRICT 30 da							
Attn: Dev. Services Agreement Section PO Box 8300 Failure to perform the section and the section of the section							
\	Perris, CA 92572-8300 INSURER, ITS AGENTS OR REPRESENTATIVES.						
Must name EM							
	Cancel	DE CELE-	AND MUST SPEC	HEY THE			
	Section	ER DISTRICT 30 days Should A	Must name EMWD	ER DISTRICT Section Se			

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contact between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

EMWD Municipal Water District to be named on Additional Insured Endorsement Form

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

WHO IS AN INSURED (Section II) 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" for that insured by or for you.

NOTE: EMWD REQUIRES "ENTITY SPECIFIC" ENDORSEMENT DUE TO TYPICALLY NOT HAVING AN AGREEMENT OR CONTRACT WITH THE INSURED. THE INSURED IS TYPICALLY CONTRACTED BY PARTY WHO HAS APPLIED FOR CONNECTIONS WITH EMWD. POLICY NUMBER:

Policy Number should be included - verify that it matches the policy number on the General Liability Insurance on Certificate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: EMWD Municipal Water District to be named on Additional Insured Endorsement Form

(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 iability arising cut 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.

NOTE: EMWD REQUIRES "ENTITY SPECIFIC" ENDORSEMENT DUE TO TYPICALLY NOT HAVING AN AGREEMENT OR CONTRACT WITH THE INSURED. THE INSURED IS TYPICALLY CONTRACTED BY PARTY WHO HAS APPLIED FOR CONNECTIONS WITH EMWD. THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: EMWD Municipal Water District to be named on Additional Insured Endorsement Form

Location And Description of Completed Operations: Project Location and Project Name

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 haz-ard".

NOTE: EMWD REQUIRES "ENTITY SPECIFIC" ENDORSEMENT DUE TO TYPICALLY NOT HAVING AN AGREEMENT OR CONTRACT WITH THE INSURED. THE INSURED IS TYPICALLY CONTRACTED BY PARTY WHO HAS APPLIED FOR CONNECTIONS WITH EMWD. Note: No cap on aggregate limit will be accepted.

POLICY NUMBER:

Policy Number should be included - verify that it matches the policy number on the General Liability Insurance on Certificate

COMMERCIAL GENERAL LIABILITY CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Project Name listed here

(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:
 - 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 "productscompleted 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
 - 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.

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E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -- CALIFORNIA

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 from us.) You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization

FOR WORKER'S COMPENSATION COVERAGE: Waiver of Subrogation form is always in favor of EMWD.

These endorsements come in various form types, which may include an expiration date as well.

Project Name & Number

Job Description

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. The information below is required only when this endorsement is issued subsequent to commencement of the policy.

Endorsement Effect	ive Effective date must be specified	Policy No.	Policy Number should be included - verify that it matches the policy number on the
Insured Name of Ir	nsured (per contract)		WORKER'S COMPENSATION on Certificate (Not General Liability)
Countersigned By _	Signature not required, but nice if it's provide	ed	