

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of October, 1999, by and between the City of Redlands, a Municipal Corporation, organized and existing under the laws of the State of California, hereinafter referred to as the "City", and Holland-Lowe Construction, Inc. of the City of San Bernardino, County of San Bernardino, State of California, hereinafter referred to as the "Contractor".

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

1. **SCOPE OF WORK:** The Contractor will furnish all materials and will perform all of the work for the following:

To perform construction of the the Herald Street Rehabilitation project, complete as shown, specified and made a part of Contract No. 86-1917-4230.
2. **THE CONTRACT SUM OF: \$159,268.00**
3. **TIME FOR COMPLETION:** The work shall be completed within forty-five (45) work days from and after the date of the Notice to Proceed.
4. **CONTRACT DOCUMENTS:** The complete Contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposal and Bid Forms, Bid Bond, Agreement, Performance Bond, Payment Bond, Plans and Specifications, all referenced specifications, and any Addenda thereto.
5. **ATTORNEY FEES:** In the event any legal action is commenced to enforce or interpret the terms or conditions of this Contract the prevailing party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorney's fees.
6. **DEFENSE OBLIGATION:** The Contractor shall defend the City, its elected officials, officers, agents, and employees from and against any and all claims, losses, damages, and causes of action, including death, brought by any person or persons for or on account of any wrongful or negligent act or omission of the Contractor, its employees or agents in connection with the performance of the Contractor's obligation under this Contract.
7. **INSURANCE:** All policies of insurance required by this Contract shall name the City, its elected officials, employees, and agents as additional insured, and such insurance shall be primary with respect to such additional insured and non-contributing to any insurance or self-insurance maintained by the additional insured.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the day and year first written above.

CITY'S SEAL

By: _____

Mayor, City of REDLANDS
County of San Bernardino, California

ATTEST:

City Clerk, City of REDLANDS
County of San Bernardino, California

CONTRACTOR'S SEAL

Holland-Lowe Construction, Inc.

Name of Contractor

By: _____

Signature of Authorized Agent

President

Signatory's Title

Signature of Authorized Agent (if necessary)

Signatory's Title (if necessary)

709051 A, B and C-27

Contractor's License No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

SS.

On

Oct. 27, 1999

before me,

DeAnna L Lowe "Notary Public"

Date

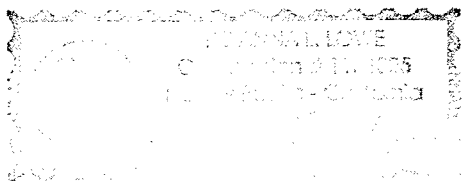
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Dave A Lowe

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DeAnna Lowe

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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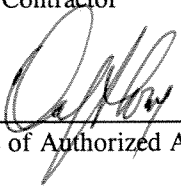
WORKERS' COMPENSATION INSURANCE STATEMENT

I, the undersigned and authorized agent for the Contractor, am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under the City's Contract No. 86-1917-4230.

Holland-Lowe Construction, Inc.

Name of Contractor

By:



Signature of Authorized Agent



Signatory's Title

709051 A, B and C-27

Contractor's License No.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Holland-Lowe Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated October 19, 1999, and identified as Contract No. 86-1917-4230, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient faithful performance bond with the City.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City in the sum of One Hundred Fifty Nine Thousand Two Hundred Sixty Eight dollars (\$ 159,268.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

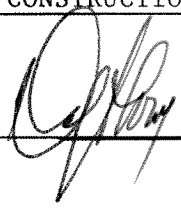
The condition of this obligation is such that if the above bounded Principal, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, or his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the City, its elected officials, officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

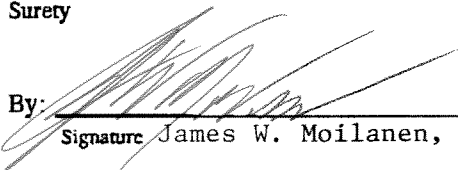
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named, on
October 22, 1999.

HOLLAND-LOWE CONSTRUCTION, INC. (SEAL)
Principal

By: 
Signature

ULICO CASUALTY COMPANY (SEAL)
Surety

By: 
Signature James W. Moilanen, Attorney-in-Fact

Address: 14726 Ramona Ave.
Chino, CA 91710

(Notarial Acknowledgments of Contractor and Surety)

Telephone: (909) 393-4712

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

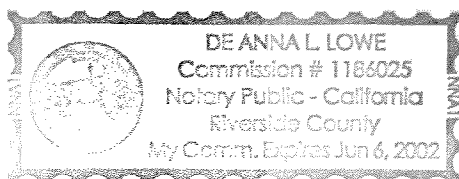
State of California

County of San Bernardino } SS.

On Oct. 27, 99 before me, DeAnna L Lowe "Notary Public",
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DeAnna Lowe,
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

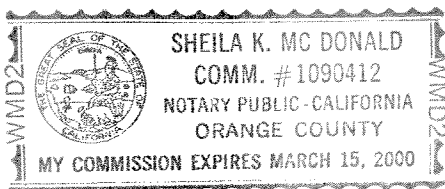
State of California

County of Orange

On October 22, 1999 before me, Sheila K. McDonald, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared James W. Moilanen
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila K. McDonald
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☒ ATTORNEY-IN-FACT

- ☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

PAYMENT BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Holland-Lowe Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated October 19, 1999, and identified as Contract No. 86-1917-4230, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient labor and materials payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and any other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California in the sum of One Hundred Fifty Nine Thousand Two Hundred Sixty Eight & no/100 dollars (\$ 159,268.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named, on
October 22, 1999.

HOLLAND-LOWE CONSTRUCTION, INC. (SEAL)
Principal

By: _____

Signature

ULICO CASUALTY COMPANY (SEAL)
Surety

By: _____

Signature

Address: 14726 Ramona Ave.

Chino, CA 91710

Telephone: (909) 393-4712

(Notarial Acknowledgments of Contractor and Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

} SS.

On

Oct. 27, 99

before me,

DeAnna L Lowe "Notary Public"

Date

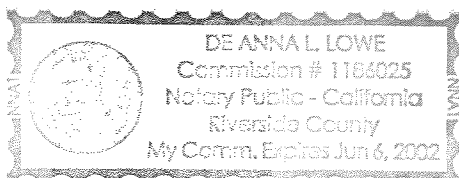
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

DeAnna Lowe

Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



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WITNESS my hand and official seal.

DeAnna Lowe

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

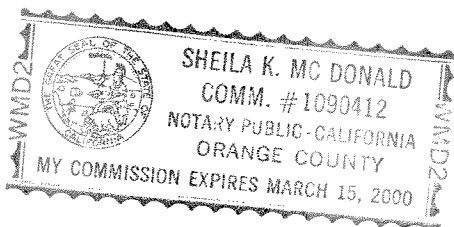
State of California

County of Orange

On October 22, 1999 before me, Sheila K. McDonald, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared James W. Moilanen
NAME(S) OF SIGNER(S)

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sheila K. McDonald
SIGNATURE OF NOTARY

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ULICO CASUALTY COMPANY

111 Massachusetts Avenue, N.W. Washington, DC 20001

R157

POWER OF ATTORNEY

Know All Men By These Presents: That Ulico Casualty Company, A Delaware Corporation, having its principal office in Washington, DC, pursuant to the following resolution, adopted by the Board of Directors of the Corporation effective on the 28th day of January, 1993:

RESOLVED: "That the Chairman and Chief Executive Officer be, and hereby is, authorized to execute Powers-of-Attorney, qualifying the attorney named in the Powers-of-Attorney to execute on behalf of the Corporation contract bonds and other related surety bonds, and to attach thereto the corporate seal of the Corporation, in the transaction of its surety business."

RESOLVED: "That the signatures and attestations of such officers and the seal of the Corporation may be affixed to any such Power-of-Attorney or to any certificate relating thereto by facsimile, and any such Power-of-Attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any contract bond or other related surety bond to which it is attached."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT: Philip E. Vega, Mary J. Stelzer, Lourdes Landa, James W. Moilanen and Sheila K. McDonald, of Sullivan & Curtis Insurance Brokers, of Irvine, in the State of California, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of redelegation, as follows:

Contract bonds and other related surety bonds: IN AN AMOUNT NOT TO EXCEED THREE MILLION (\$3,000,000.00) DOLLARS; to bind Ulico Casualty Company thereby as fully and to the same extent as if such bond was signed by the duly authorized officers of Ulico Casualty Company, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereof, Ulico Casualty Company of Dover, Delaware, has caused this Power of Attorney to be signed by its Chairman and Chief Executive Officer and its Corporate seal to be affixed this 1st day of June, 1999.

This Power of Attorney is void unless the seal is readable, the text is in black ink, the signatures are in black ink, and this notice is in red ink. This Power of Attorney is void if attached to a document executed subsequent to March 31, 2001.

Ulico Casualty Company

District of Columbia

ss:

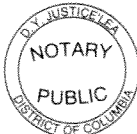


By:

Robert A. Georgine
Robert A. Georgine, Chairman and Chief Executive Officer

On this 1st day of June, 1999, before the subscriber, a Notary Public of the District of Columbia, duly commissioned and qualified, came Robert A. Georgine of Ulico Casualty Company to me personally known to be the individual and officer described therein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal at Washington, DC the day and year above written.



By:

D.Y. Justice' Lea
A Notary Public
D.Y. Justice' Lea
Notary Public, District of Columbia
My Commission Expires March 31, 2001

CERTIFICATION

I, Joseph A. Carabillo, Assistant Secretary of Ulico Casualty Company of Dover, Delaware, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the corporation this 22nd day of October, 1999.



By:

Joseph A. Carabillo
Joseph A. Carabillo, Assistant Secretary

ACCRD

CERTIFICATE OF LIABILITY INSURANCE

CSR JU
HOLLA-1

DATE (MM/DD/YY)

10/22/99

PRODUCER

Wood-Gutmann Insurance Brokers
License #0679263
14192 Franklin Ave., Suite 200
Tustin CA 92780-7044

Scott M. Milne, CPA

Phone No. 714-505-7000 Fax No. 714-573-1770

INSURED

Holland-Lowe Construction, Inc
427 S. Pershing Avenue Ste 150
San Bernardino CA 92408

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A Transportation Insurance Co.

COMPANY
B Valley Forge Insurance Co.

COMPANY
C Transportation Insurance Co.

COMPANY
D

COVERAGES

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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	C143004459	10/10/99	10/10/00	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	☒ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	\$2,500 Ded Per				FIRE DAMAGE (Any one fire) \$ 50,000
	Occurrence				MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	1036665379	10/10/99	10/10/00	COMBINED SINGLE LIMIT \$ 1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC175205065	01/01/99	01/01/00	☒ WC STATUTORY LIMITS ☐ OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 1,000,000
	☐ INCL ☒ EXCL				EL DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				EL DISEASE - EA EMPLOYEE \$ 1,000,000
A	Equipment Floater-(Rented & Leased)	1043004459	10/10/99	10/10/00	One Item \$150,000 Maximum \$300,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

*10 Days Notice of Cancellation for Non Payment of Premium. City of Redlands is named as additional insured per attached G17957E. RE: Herald Street Rehab. Job #1057C.

CERTIFICATE HOLDER

REDL004

City of Redlands
35 Cajon Street, #222
Redlands CA 92373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Scott M. Milne, CPA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:

1. A written contract or agreement; or
2. An oral contract or agreement where a certificate of insurance showing that person or organization as an additional insured has been issued; but

the written or oral contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work".
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by contract or agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured 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 part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work".

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design or specifications; and
- b. Supervisory, inspection, or engineering services.

5. Any coverage provided under this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.