



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance of AZ, Inc 2800 N. Central Ave., #1100 P.O. Box 2800 Phoenix AZ 85004	CONTACT NAME: Maria Rosaortega, CIC, CISR PHONE (A/C, No, Ext): 602-664-7067 FAX (A/C, No): E-MAIL ADDRESS: Maria.Rosaortega@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Tiffany Construction Co. Inc. 7122 N. 27th Ave Phoenix AZ 85051	441065	INSURER A : Cincinnati Insurance Company INSURER B : Indian Harbor Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC #
		10677
		36940

COVERAGES

CERTIFICATE NUMBER: 814764047

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP0671461	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BI/PD Deductible \$ 10,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA0671461	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP06071461	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC0671468	11/30/2022	11/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Leased/Rented Professional Liability Pollution Liability	Y	Y	EPP0671461 PEC005357504	11/30/2022 1/30/2023	11/30/2023 1/30/2024	Limit/Deductible 1,000,000/25,000 Limit/Deductible See Below Limit/Deductible See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability: Occurrence Limit: \$2,000,000 / Aggregate Limit: \$2,000,000 / Retention: \$15,000 / Retor-Date 1/30/2019
 Pollution Liability: Occurrence Limit: \$5,000,000 / Aggregate Limit: \$2,000,000 / Retention: \$15,000 / Retor-Date 1/30/2019

Additional Insured and Waiver of Subrogation applies on a blanket basis to the General Liability per attached forms GA472AZ 0520 & GA4316AZ 0520, coverage is Primary and Non-Contributory. Additional Insured and Waiver of Subrogation applies on a blanket basis to the Auto Liability per attached from AA288 0620 (page1), coverage is Primary and Non-Contributory. Blanket Waiver of Subrogation applies to the Workers' Compensation per attached form WC000313. Umbrella underlying schedule includes the General Liability and Auto Liability and follows form over Additional Insureds. Additional Insured applies See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Coconino County Flood Control District
 5600 E. Commerce Ave
 Flagstaff AZ 86004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Insurance of AZ, Inc		NAMED INSURED Tiffany Construction Co. Inc. 7122 N. 27th Ave Phoenix AZ 85051	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

on a blanket basis to the Pollution Liability per attached form EVPCPocCP0921 (Section M.9) along with a Waiver of Subrogation (Section K) and Primary/Non-Contributory (Section N) coverage.
 All forms apply where required by written contract or agreement and are subject to the policy terms and conditions.
 CMAR RFQ 2023-106 On-Forest Mitigation Projects. Any and all projects

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ARIZONA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees or Contractors - Automatic Status for Other Parties When Required in Written Contract or Agreement With You

1. **Section II - Who is an Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. 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.
2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the

rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

3. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Automatic Status When Required in Written Permits or Authorizations

1. **Section II - Who is an Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured 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, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

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."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies on an Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all

of the contractors or subcontractors performing work on one or more specific project(s).

Primary and Noncontributory Insurance When Required by Written Contract, Agreement, Permit or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

- H. Section IV - Commercial General Liability Conditions, Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT -
(COMPLETED OPERATIONS) - ARIZONA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement (Completed Operations)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

- a. The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- b. The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured en-

dorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", coverage does not apply to that person or organization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusions apply:

This insurance does not apply to

a. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" arising out of "residential" construction.

B. The insurance afforded to additional insureds described in Paragraph **A.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
3. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

C. With respect to the insurance afforded to the additional insureds described in Paragraph A., the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement described in Paragraph A. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract or written agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement described in Paragraph A.

E. Except when F. below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraph A. except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

F. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraph A. 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 described in Paragraph A. that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

Primary And Noncontributory Insurance When Required By Written Contract Or Agreement

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraph A. 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 described in Paragraph A. that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects(s).

- G. Section IV – Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract or written agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

- H. Section V – Definitions** is amended to include:

1. "Residential" means:

- a.** A structure used, or intended, in whole or in part, for the purpose of human habitation, and includes, but is not limited to, single-family housing, multi-family housing, tract homes, condominiums, cooperatives, townhomes, townhouses, planned-unit developments and timeshares;
- b.** A structure converted, or being converted, in whole or in part, into condominiums or cooperatives; and

- c.** Common areas and grounds, appurtenant structures and facilities, of the structures described in **H.1.a.** and **b.** above, except a public street, public road, public right of way, or public utility easement located on or near such common areas and grounds.

"Residential" does not include:

- a.** Hospitals, jails or prisons; and
- b.** Provided there is no individual ownership of units and that such was not, in whole or in part, at any time, marketed, sold, occupied or used as single-family housing, multi-family housing, or as a condominium, cooperative, townhouse, townhome or timeshare:
 - (1)** Government housing on military bases;
 - (2)** College/university dormitories;
 - (3)** Apartments;
 - (4)** Long-term care facilities;
 - (5)** Assisted-living facilities;
 - (6)** Nursing homes; and
 - (7)** Hotels or motels.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

Blanket Waiver of Subrogation

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery.

This waiver of rights applies to any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver, but shall not be construed to be a waiver with respect to any other operations in which the Insured has no contractual interest.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11-30-2022 Policy No. EWC 067 14 68-00 Endorsement No.

Insured **TIFFANY CONSTRUCTION COMPANY**

Insurance Company **THE CINCINNATI CASUALTY COMPANY**

Premium \$INCL

Countersigned by



WC 00 03 13

I. **Emergency Remediation Expense** means **Remediation Expense** incurred by you on an emergency basis that we determine was reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** in light of the liability covered under this Policy that can be avoided or reduced by such mitigation.

J. **Environmental Damage** means physical damage into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater, caused by a **Pollution Condition** and resulting in **Remediation Expense**.

Environmental Damage does not include **Property Damage**.

K. **First Named Insured** means the person or entity stated in Item (1) of the Declarations.

L. **Green Building Materials** means building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star as:

1. being environmentally preferable or sustainable; or
2. providing enhanced energy efficiency.

M. **Insured** means each of the following:

1. the **First Named Insured**;
2. the **Named Insured**;
3. the **Named Insured's** current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;
4. the **Named Insured's** current and former employees, including **Leased Worker**, but solely within the course and scope of their employment or lease agreement;
5. the **Named Insured's** heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
6. any **Predecessor in Interest**;
7. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** where the **Named Insured** has greater than fifty percent (50%) ownership, control, or beneficial interest, provided that:
 - a. coverage shall be provided only for **Professional Loss** and **Protective Loss** arising out of **Professional Services** or **Design Professional Services** or **Pollution Loss** and **Pollution Protective Loss** arising out of **Contracting Services** or **Subcontractor Services**, for services performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
 - b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity and we agree to accept coverage and issue an endorsement confirming coverage;
8. the **Named Insured** to the extent of its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Named Insured's** legal liability for its rendering or failure to render **Professional Services** or **Contracting Services** under the respective legal entity.

9. Solely with regard to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage and B.5. Non-Owned Disposal Site Coverage, any person or entity, including a **Client**, as required by a written agreement, but only for:

a. a **Pollution Condition** caused by **Contracting Services**; and

b. the liability of the person or entity that results from the performance of the **Named Insured's Contracting Services**,

provided that such written agreement is signed prior to the commencement of the **Pollution Condition**.

Any insurance afforded under the terms and conditions of this Policy shall be limited to the scope of coverage required by such agreement and shall be limited to the lesser of the amount of the limits of liability required by such written agreement or the Limits of Liability under this Policy. In no event shall we be liable for any amounts in excess of the Limits of Liability shown in Item (3) and Item (4) B. Pollution Coverages of the Declarations.

N. Insured Contract means that part of any written agreement under which, the **Named Insured** assumes the tort liability of another party to pay compensatory damages for **Bodily Injury, Property Damage** or **Environmental Damage**, to a third-person or entity, provided that such written agreement is signed by the **Named Insured** prior to the **Bodily Injury, Property Damage** or **Environmental Damage**. Tort liability means a liability that would be imposed by law in the absence of any agreement.

O. Job Site means the location where **Contracting Services** are rendered.

Job Site does not include:

1. any location that is owned, rented, leased, used, or occupied by you except for:

a. a location owned, rented, leased, or occupied by the **Client**; or

b. a location that is rented, leased, or occupied (but not owned) by the **Named Insured** and is used on a temporary basis by you for a single project only, during the course of providing **Contracting Services** for such single project.

2. a **Non-Owned Disposal Site** or **Your Location**.

P. Leased Worker means a person leased to the **Named Insured**, by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

Q. Legal Expense means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a **Claim** arising from **Professional Services** or **Contracting Services**, and includes any necessary expert fees paid to experts retained by defense counsel.

Legal Expense does not include any of the following:

1. the time and expense incurred by you assisting us in the investigation or resolution of a **Claim** or in connection with **Remediation Expense**, including, but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you.

2. salary charges of our employees.

3. legal cost, charges and expenses incurred in connection with **Rectification Expense, Emergency Remediation Expense** or to any legal costs or expenses incurred by you in the investigation,

G. **Declarations and Representations**

By acceptance of this Policy, you agree that:

1. the statements, declarations and information contained in the Application for this Policy are true, correct and complete;
2. all such statements, declarations and information are material to our underwriting of this Policy;
3. this Policy has been issued by us in reliance upon the truth, correctness and completeness of such statements, declarations and information, and
4. the Application for this Policy, including all statements, declarations and information submitted to us as part of the Application process, is incorporated in and made part of this Policy.

H. **Design Professional's Insurance**

You shall require that each **Design Professional**, with whom you enter into a written agreement, carry professional liability insurance.

I. **Headings**

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of this Policy.

J. **Inspection and Audit**

We shall be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of your books, records, services, properties and activities at any time, as far as they relate to the subject matter of this Policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful, or conform to acceptable engineering practice, or are in compliance with any law, rule or regulation. Any inspections shall be coordinated through the broker or agent of the **First Named Insured**.

K. **Other Insurance**

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy Number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we shall have no duty to defend the **Claim**; if the other insurance does not defend the **Claim**, we shall have the right, but not the duty to defend the **Claim**.

With regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, when you are required by written agreement, executed prior to the first commencement of the **Pollution Condition**, to include any person or entity as an additional **Insured**, such coverage shall be provided on a primary and non-contributory basis to the extent required by the written agreement.

L. **Severability**

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and

2. separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in violation of a duty, term or condition under this Policy by one **Insured** shall not by itself affect coverage for another **Insured** under this Policy. However, this exception shall not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

M. **Sole Agent**

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD.

N. **Subrogation and Recoupment**

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no coverage exists and/or be subrogated to all of your rights of recovery against any person or entity and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy; then to us to the extent of our payment under this Policy; and then to you to the extent of your payment of the Self-Insured Retention Amount. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery amount.

We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost of recovery shall be paid to you. You shall do nothing at any time to prejudice our subrogation rights.

However, we waive our right of recovery against any person or entity, except for a **Design Professional or Subcontractor**, including **Subcontractors** and subconsultants, as referenced in SECTION I – INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage, if and to the extent you agreed to waive your right of recovery against such person or entity in a written agreement signed by the **Named Insured** prior to:

1. the negligent act, error or omission in **Professional Services** out of which the **Claim** or request for **Rectification Expense** arises under SECTION I - INSURING AGREEMENTS, A. Professional Coverages; or
2. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Emergency Remediation Expense** or **Pollution Loss** arises under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages.

O. **Territory**

This Policy applies to **Professional Services** and **Contracting Services** rendered worldwide, provided that the **Claim**, **Protective Claim** or **Pollution Protective Claim** is first brought, and at all times maintained, within the United States, its territories and possessions, or in Canada.

This Policy does not apply to any **Claim**, **Protective Claim** or **Pollution Protective Claim** for which, payment would be in violation of the laws of the United States including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments, such as the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control.