



SUBCONTRACTOR PRE-QUALIFICATION COVER SHEET & CHECKLIST

Thank you for your interest in working with TSA Construction, Inc. We are a commercial building contractor specializing in ground-up and tenant improvement construction.

Our focus is to provide quality construction services to our clients with a personal touch, while maintaining integrity and professionalism. We truly value our subcontractors and suppliers and our goal is to establish a lasting and professional working relationship. We hope to be able to add your company to our list of fine subcontractors and suppliers.

Attached please find a "Subcontractor/Supplier Pre-qualification Profile" form. Please complete and return, along with any company information and/or brochures you may have. In addition, we must ensure that your company can comply with our standard subcontract and insurance requirements (attached). Please review this information and forward to your insurance agent for his/her review. A "Proof of Insurance Certificate" including samples of all required endorsements must be submitted to TSA Construction. If you or your insurance agent has any questions, please feel free to call us.

**PLEASE RETURN THE FOLLOWING BY EMAIL to desquivel@tsaci.com OR
FAX – 858.784.3651**

- This cover Sheet with an officer's signature below
- The Completed Subcontractor/Supplier Profile
- Project and Client Reference List with contact names, phone, and fax numbers
- W-9
- Proof of Insurance Certificate including samples of all required endorsements

(See attached insurance requirements)



SUBCONTRACTOR/SUPPLIER PRE-QUALIFICATION PROFILE

COMPANY NAME: _____ **NUMBER OF EMPLOYEES:** _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE: _____ **FAX:** _____ **WEB SITE:** _____

CONTACTS:	NAME/TITLE	PHONE:	E-MAIL:
Estimator:			
Accounting:			
Contracts:			

CSI	TRADE(S) PERFORMED

CONTRACTOR'S LICENSE

California Contractor's License #: _____ Other State License #s: _____

DOLLAR RANGE OF PROJECTS YOU'RE INTERESTED IN

From \$ _____ To \$ _____ Do you perform Prevailing Wage Work? _____

Open Shop? _____ Union? _____

Name of Bonding Company: _____ \$ Limit: _____

Bonding Contact & Phone: _____

SMALL BUSINESS CERTIFICATION

- SBE DBE
- WBE MBE
- SDVOSB OTHER: _____

LOCATIONS WHERE YOU WORK (Check all that apply)	SPECIALIZED AREAS OF WORK (Check all that apply)
San Diego	Multi- Family Wood Frame (Hotel/Apts)
Desert Cities (Palm Springs Area)	Industrial/Tilt-up
Inland Empire (Southern California)	High-Rise Concrete
Orange County	Low & High Rise Steel Frame
Los Angeles County	Parking Structure
Other: Please Specify	Tenant Improvement
	Other: Please Specify



REFERENCES

General Contractor References (List at least 5)

COMPANY	PHONE & EMAIL	NAME & TITLE
PROJECT NAME	PROJECT TYPE	JOB VALUE

COMPANY	PHONE & EMAIL	NAME & TITLE
PROJECT NAME	PROJECT TYPE	JOB VALUE

COMPANY	PHONE & EMAIL	NAME & TITLE
PROJECT NAME	PROJECT TYPE	JOB VALUE

COMPANY	PHONE & EMAIL	NAME & TITLE
PROJECT NAME	PROJECT TYPE	JOB VALUE

COMPANY	PHONE & EMAIL	NAME & TITLE
PROJECT NAME	PROJECT TYPE	JOB VALUE

Vendor/Supplier References

COMPANY	PHONE & EMAIL	NAME & TITLE

COMPANY	PHONE & EMAIL	NAME & TITLE

**PLEASE ATTACH A LIST OF THE 10 LARGEST PROJECTS COMPLETED
IN THE LAST 5 YEARS**

Project List: Include project type, client, job value, and completion date.

All subcontractor awards will be based on TSA's Standard Subcontractor Document and Insurance Requirements.
Thank You for your interest in TSA



INSURANCE

Subcontractors must be able to meet TSA Construction's insurance requirements in order to bid on our projects. Our insurance requirements, as well as a Sample Certificate of Insurance and Additional Insured Endorsement document are on the following pages.

GL Insurance Carrier: _____ Policy Expiration Date: _____

Broker Name: _____ Broker Phone #: _____

I have read TSA's insurance requirements and will be able to issue a certificate that meets these requirements upon award of a subcontract with TSA Construction.

Authorized Subcontractor Signature: _____

Print Name & Title: _____

Date: _____



SUBCONTRACTOR'S INSURANCE

Subcontractor shall purchase and maintain insurance of the type specified below. When requested by Contractor, Subcontractor shall furnish copies of policies for each coverage required.

- a) **Best's Rating** - All coverages required below will be placed with insurance companies (admitted to do business) in the State of California with a minimum A. M. Best rating of A- VII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.
- b) **Evidence of Insurance** – Prior to commencing the work, Subcontractor shall furnish Contractor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Receipt and acceptance of all proper Certificate(s) of Insurance is a prerequisite to all payments to Subcontractor.
- c) **Cancellation of Insurance** – All certificates shall provide for thirty (30) days written notice to Contractor prior to the cancellation (or material change) of any insurance referred to herein.
- d) **All Operations Certificates** (optional) – As a courtesy to, and if, the Subcontractor has previously submitted, or hereafter submits, proper certificates of insurance for All Operations performed by Subcontractor on behalf of TSA Construction and all others required by the Contract Documents, such certificates shall be acceptable to TSA Construction as having met the requirements as long as all appropriate coverages and endorsements are included therewith. If the Contract Documents require special certificates, or endorsements on behalf of the Owner, or any others, then separate certificates shall be issued.
- e) **Failure to Maintain Insurance** – Failure to maintain the required insurance may result in termination of this contract at Contractor's option.
- f) **Failure to Require a Certificate of Insurance** – Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.
- g) **Commercial General and Umbrella Liability Insurance** – Subcontractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project as evidenced by ISO Endorsement CG 25 03 or equivalent.
- h) **Commercial General Liability Insurance** – CGL insurance shall be written on an ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- i) **Additional Insured** – Contractor (and Owner if required) shall be included as an insured under the CGL, using ISO additional insured & Products Completed Operations endorsements CG 2010 04/13 & CG 2037 04/13 or their equivalent. This coverage shall be maintained in effect for the benefit of Contractor and Owner for a period of 10 years following the completion of the work

specified in Section 2 of this contract. Additional insured coverage as required in the subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Contractor or Owner.

- 1) Contractor, Owner, and any others required in the contract documents shall be named as **additional insured's** under the policy per ISO form CG 2010 04/13 or acceptable equivalent.
 - 2) This insurance shall be considered **primary** insurance and any other insurance carried by the "additional insured's" will be excess and shall not contribute to any losses arising out of Subcontractor's work.
- j) **Continuing Completed Operations Liability Insurance** – Subcontractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least 10 years following substantial completion of the work. Additional insured coverage as required in the subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Contractor or Owner. The Contractor or Owner's insurance will not contribute to any losses until the Subcontractor's insurance is exhausted.
- k) **Business Auto and Umbrella Liability Insurance** – Subcontractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.
- l) **Coverage** – Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos), and shall be written on ISO form Acord 25 (2014/01), or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 2014 and later editions of Acord 25 (2014/01).
- m) **Workers Compensation Insurance** – Subcontractor shall maintain workers compensation and employers liability insurance as required by statute.
- n) **Employers Liability** – The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- o) **Waiver of Subrogation** – Subcontractor waives all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability insurance obtained by Contractor pursuant to this agreement.
- p) **Professional Liability Insurance** – If the Subcontractor is a licensed architect, engineer or designer, provides architectural, engineering or design, or retains same, a certificate of insurance shall be supplied showing professional liability coverage in an amount of not less than \$1,000,000 per claim and aggregate, including limited contractual liability coverage. Insurance will be maintained in force, assuming it is available at a rate similar to what the Subcontractor is now paying, for a period of three (3) years after substantial completion of this project.

The retroactive date of the professional liability policy will predate the beginning of any services provided under the contract, and the retroactive date will not be advanced during the period of time that the Subcontractor (architect, engineer or designer) is required to carry the coverage.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2020

PRODUCER		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.
INSURERS AFFORDING COVERAGE		
INSURED		INSURER A:
ACME Construction		INSURER B:
1234 Main St.		INSURER C:
Anytown, CA 12345		INSURER D:
		INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TBD	03/10/2020	03/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	TBD	03/10/2020	03/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	TBD	03/10/2020	03/20/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TBD	03/10/2020	03/20/2021	WC STATUTORY LIMITS 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
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Job Name and Address. Certificate holder is named as Additional Insured as respects to General Liability and Business Auto Liability, Including Primary & Non-Contributory Wording per form CG2010 (04/13) & CG2037 (04/13).
 Waiver of Subrogation applies to General Liability per form CG9053 (04/16).

CERTIFICATE HOLDER

TSA Construction, Inc.
 11440 W. Bernardo Court
 Suite 166
 San Diego, CA 92127

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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 Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>TSA Construction, Inc. 11440 West Bernardo Court, Ste. 166 San Diego, CA 92127</p>	<p>Project Name/Description</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" **caused, in whole or in part, by:**

1. **Your acts or omissions; or**
2. The acts or omissions of **those acting on your behalf;**

in the performance of **your ongoing operations** for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured **only applies to the extent permitted by law;** and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured **will not be broader than** that which you are **required by** the **contract** or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance **does not apply to** "bodily injury" or "property damage" occurring **after:**

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 location of the covered **operations** has been **completed;** or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, **the most we will pay** on behalf of the additional insured **is the amount** of insurance:

1. **Required by the contract** or agreement; **or**

2. **Available** under the applicable **Limits** of Insurance shown in the Declarations; **whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

HIGHLIGHTS ADDED TO THE FORM

Sample

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
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
TSA Construction, Inc. 11440 West Bernardo Court, Ste. 166 San Diego, CA 92127	Project Name/Description

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" **caused, in whole or in part, by "your work"** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **"products-completed operations hazard"**.

However:

1. The insurance afforded to such additional insured **only applies to the extent permitted by law;** and
2. If coverage provided to the additional insured is required by a contract or agreement, the **insurance** afforded to such additional insured **will not be broader than** that which you are **required by the contract** or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, **the most we will pay** on behalf of the additional insured **is the amount** of insurance:

1. **Required by the contract or agreement; or**
2. **Available under the applicable Limits of Insurance** shown in the Declarations; **whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

HIGHLIGHTS ADDED TO THE FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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.

2. "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.
- C. With respect to the insurance afforded to these additional insureds, 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 contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

HIGHLIGHTS ADDED TO THE FORM

Color Font Added to the Form

Sample

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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.

2. "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.

- C. With respect to the insurance afforded to these additional insureds, 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 contract** or agreement you have entered into with the additional insured; **or**
- 2. **Available under the applicable Limits** of Insurance shown in the Declarations; **whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

HIGHLIGHTS ADDED TO THE FORM

Color Font Added to the Form

Sample

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Sample