

**EXHIBIT "J"**

**SAMPLE CERTIFICATE OF INSURANCE AND ENDORSEMENT FORMS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
xx/xx/xxxx

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 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

XYZ Insurance Agency

CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE	
INSURER A : Insurance Company	AM Best Rating
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Subcontractor

Address

City, CA 12345

COVERAGEs

CERTIFICATE NUMBER:

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 INSR WVD	SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY			TBD	xx/xx/xx	xx/xx/xx	EACH OCCURRENCE	\$ 1,000,000
X	COMMERCIAL GENERAL LIABILITY		X				DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 100,000
	CLAIMS-MADE	X	OCCUR				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
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	POLICY	X	PRO- JECT	LOC				
	AUTOMOBILE LIABILITY			TBD	xx/xx/xx	xx/xx/xx	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
X	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
X	Hired AUTOS	X	SCHEDULED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
X	UMBRELLA LIAB	X	OCCUR				EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	DED		RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	TBD	xx/xx/xx	WC STATUTORY LIMITS	OTHE- R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?						E L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE - POLICY LIMIT	\$ 1,000,000
	USL&H			TBD	xx/xx/xx	xx/xx/xx	Terms as per Act - Limit as Required \$1,000,000	
	Jones Act							

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

Port of Long Beach, Gerald Desmond Bridge Replacement Project, Contract #HD-7961

Shimmick Construction Company, Inc./FCC Construcción S.A./Impregilo S.p.A., a Joint Venture, The State of California, the City of Long Beach, its Board of Harbor Commissioners, employees and agents are named as additional insured as respects general liability, on a primary and non-contributory basis per endorsement(s) attached. Waiver of Subrogation applies to General Liability and Workers' Compensation per endorsement attached.

CERTIFICATE HOLDER

Shimmick Construction Company, Inc./FCC Construcción S.A./  
Impregilo S.p.A., A Joint Venture  
11 Golden Shore, Suite 330  
Long Beach, CA 90802

CANCELLATION

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

XXXXXXXXXXXXXXXXXX

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Shimmick Construction Company, Inc./FCC Construccion S.A./Impregilo S.p.A., A Joint Venture, The State of California, the City of Long Beach, its Board of Harbor Commissioners, employees and agents.	Port of Long Beach Gerald Desmond Bridge Replacement Project Contract #HD-7961

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

**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".

Coverage is primary to, and will not seek contribution from, any insurance available to the Additional Insureds

**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

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Shimmick Construction Company, Inc./FCC Construcción S.A./ Impregilo S.p.A., A Joint Venture, The State of California, the City of Long Beach, its Board of Harbor Commissioners, employees and agents.	Port of Long Beach Gerald Desmond Bridge Replacement Project Contract #HD-7961

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", "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.

**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.

Coverage is primary to, and will not seek contribution from, any insurance available to the Additional Insureds

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 10 93**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

Shimmick Construction Company, Inc./FCC Construccion S.A./  
Impregilo S.p.A., A Joint Venture  
11 Golden Shore, Suite 330  
Long Beach, CA 90802

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 90 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

Shimmick Construction Company, Inc./PCC Construccion S.A./  
Impregilo S.p.A., A Joint Venture  
11 Golden Shore, Suite 330  
Long Beach, CA 90602

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein.

Endorsement Effective Date:

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

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 08/13/12 forms a part of Policy No.

Issued to: **Subcontractor**

By:

Premium: INCL

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

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

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

### **Schedule**

#### **Person or Organization**

Shimmick Construction Company, Inc./FCC Construccion S.A./  
Impregilo S.p.A., A Joint Venture  
11 Golden Shore, Suite 330  
Long Beach, CA 90802

#### **Job Description**

Gerald Desmond Bridge Replacement Project.

WC 04 03 06  
(Ed. 4-84)

Countersigned by Jeri Y. Koehler  
Authorized Representative