



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2024

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 Pascal Burke Insurance Brokerage Inc. 2102 Business Center Drive., Ste. 280 Irvine, CA 92612 0L98468		CONTACT NAME: Pascal Burke PHONE (A/C, No, Ext): (877) 893-7629 FAX (A/C, No): (949) 340-8412 E-MAIL ADDRESS: insure@pbibinc.com	
INSURED David C. Ludlow DBA D L Masonry 2028 Farnsworth Way Rancho Cordova, CA 95670		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company INSURER B: Scottsdale Insurance Company INSURER C: Great American Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 41297 41297 16691	

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 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	RBS0257065	01/04/2024	01/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<input type="checkbox"/> 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 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Tools and Equipment Insurance			IMP E918312 01 00	11/28/2023	11/28/2024	Scheduled Equipment 36,251

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

As required by written contract.
Project: 24 HR Fitness Roseville, Ca.
Located at 1533 Blue Oaks Blvd, Roseville, Ca. 95747
Hilbers Inc and the project owner are listed as additional insured.

CERTIFICATE HOLDER Hilbers, Incorporated 770 N. Walton Ave # 100 Yuba City, CA 95993	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
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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0257065	01/04/2024	David C.Ludlow	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS—
BLANKET COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any "additional insured" Person or Organization if completed operations coverage is required by "insured contract".	Any location of "additional insured" Person or organization where work is performed by "you" if "products-completed operations hazard" coverage is required by "insured contract".

SECTION II—WHO IS AN INSURED, is amended to include, for **COVERAGE A—BODILY INJURY, PROPERTY DAMAGE**, only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured has performed operations only when the Named Insured has agreed with the person, entity or organization in an "insured contract" to name the person, entity or organization as an additional insured.

1. Such person, entity or organization is only an additional insured with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated in this endorsement performed for the additional insured under the "insured contract" and included in the "products-completed operations hazard."
2. The "insured contract" must be currently in effect or become effective during the policy period, be executed prior to the "bodily injury" or "property damage" first happening, and be between the Named Insured and the additional insured.
3. The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
4. We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the additional insured.
5. Our duty to contractually indemnify the additional insured under an "insured contract" shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier-of-fact to the total damage sum allocated by the trier-of-fact to the additional insured. Under no circumstances shall we pay more than this proportionate contractual indemnity share.

6. Any contractual indemnity payments made on behalf of any additional insured under an "insured contract" shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments are subject to the terms, conditions and limitations of the policy.
7. This endorsement does not create a duty on our part to defend the additional insured or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the additional insured.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, and **SECTION IV—PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS**, Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of the policy is amended to include:

An additional insured under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to us of an occurrence or an offense which may result in a claim or "suit" within thirty (30) days of notice to the additional insured.
2. Give written notice to us of a claim or "suit" brought against the additional insured within thirty (30) days of the additional insured being served with the claim or "suit."
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim, "suit" or demand for defense or indemnity within thirty (30) days of the additional insured being served with the claim, "suit" or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The additional insured will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.



01/04/2024

AUTHORIZED REPRESENTATIVE

DATE

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**BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any "additional insured" person, entity or organization where work is performed by you if ongoing operations coverage is required by insured contract	Any location of "additional insured" person, entity or organization where work is performed by you if ongoing operations coverage is required by insured contract.

SECTION II—WHO IS AN INSURED, is amended to include, for **COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured is performing ongoing operations only when the Named Insured has agreed with the person, entity or organization in an "insured contract" to name the person, entity or organization as an "additional insured."

- Such person, entity or organization is only an "additional insured" with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the ongoing operations of the Named Insured performed for the "additional insured" at the designated location.
- The "insured contract" must be currently in effect or become effective during the policy period, be executed prior to the "bodily injury" or "property damage" first happening and be between the Named Insured and the "additional insured."
- This coverage does not apply to "bodily injury" or "property damage" after:
 - "Your work" for the additional insured has been completed; or
 - That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
- The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
- We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the "additional insured."

6. Our duty to contractually indemnify the additional insured under an "insured contract" pursuant to this endorsement shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier of fact to the total damage sum allocated by the trier of fact to the "additional insured." Under no circumstances shall we pay more than this proportionate contractual indemnity share required of the policyholder in the "insured contract."
7. Any contractual indemnity payments made on behalf of any additional insured under an "insured contract" shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments paid to or on behalf of the "additional insured" pursuant to this endorsement are subject to the terms, conditions and limitations of the policy.
8. This endorsement does not create a duty on our part to defend the additional insured or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the "additional insured."

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of the policy is amended to include:

An additional insured under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to us of an occurrence or an offense which may result in a claim or "suit" within thirty (30) days of notice to the "additional insured."
2. Give written notice to us of a claim or "suit" brought against the "additional insured" within thirty (30) days of the additional insured being served with the claim or "suit."
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim, "suit" or demand for defense or indemnity within thirty (30) days of the "additional insured" being served with the claim, "suit" or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The "additional insured" will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The following is added to **SECTION V—DEFINITIONS**:

ADDITIONAL INSURED

"Additional insured" means any person or organization that the Named Insured has agreed in an "insured contract" to name as an "additional insured" and has been named or identified by description in an "additional insured" endorsement issued and attached to the policy. Coverage is afforded under this policy for an additional insured for Coverage A liability only.

"Bodily injury" and "property damage" coverage is afforded to the "additional insured(s)" as provided in the insuring agreement and subject to all policy provisions, provided that the "bodily injury" or "property damage" also:

1. First takes place after the execution of the "insured contract"; and
2. Arises from "your work" performed for the "additional insured(s)" during the policy period or arises from "your" "ongoing operations."

This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.



AUTHORIZED REPRESENTATIVE

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:	Designated Construction Project:
Any person or organization against whom subrogation is required to be waived by an "insured contract".	Any construction project performed by you for any person or organization against whom subrogation is required to be waived by an "insured contract".

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under the applicable Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, such insured will bring "suit" or transfer those rights to us and help us enforce them.

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 "bodily injury" or "property damage" arising out of "your work" done under an "insured contract" with that person or organization at the designated construction project.

This waiver applies only if the designated construction project shown in the Schedule above is completed and only to the construction project designated in the above Schedule.

All other terms, conditions and exclusions of the policy remain unchanged.

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**BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—PRIMARY AND
NON-CONTRIBUTORY—OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II—WHO IS AN INSURED, is amended to include, for **COVERAGES A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured has performed operations only when the Named Insured has agreed with the person, entity or organization in an insured contract to name the person, entity or organization as an additional insured.

1. Such person, entity or organization is only an additional insured with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by the ongoing operations of the Named Insured performed for the additional insured.
2. The “insured contract” must be currently in effect or become effective during the policy period, be executed prior to the “bodily injury” or “property damage” first happening and be between the Named Insured and the additional insured.
3. This coverage does not apply to “bodily injury” or “property damage” after:
 - a. “Your work” for the additional insured has been completed; or
 - b. That portion of “your work” out of which the “bodily injury” or “property damage” arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
5. We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the additional insured.
6. Our duty to contractually indemnify the additional insured under an “insured contract” shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier of fact to the total damage sum allocated by the trier of fact to the additional insured. Under no circumstances shall we pay more than this proportionate contractual indemnity share.
7. Any contractual indemnity payments made on behalf of any additional insured under an “insured contract” shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments are subject to the terms, conditions and limitations of the policy.

8. This endorsement does not create a duty on our part to defend the additional insured or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the additional insured.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Insured's Duties In The Event Of Occurrence, Offense, Claim Or Suit of the policy is amended to include:

An additional insured under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to us of an "occurrence" or an offense which may result in a claim or "suit" within thirty (30) days of notice to the additional insured.
2. Give written notice to us of a claim or "suit" brought against the additional insured within thirty (30) days of the additional insured being served with the claim or "suit".
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim, "suit" or demand for defense or indemnity within thirty (30) days of the additional insured being served with the claim, "suit" or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The additional insured will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The coverage provided by this endorsement is primary and non-contributory and no insurance held or owned by the additional insured shall be called upon to cover damages under this policy up to the limits of this policy, but only if the "bodily injury" or "property damage" under this policy is caused directly, in whole or in part, from your ongoing operations performed for the additional insured.

This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.



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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated Construction Project(s):
All construction projects for which you have agreed in writing in a contract, prior to an "occurrence" that causes "bodily injury," "property damage" or "personal and advertising injury," to provide project aggregate limits.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or offenses under **COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** and for all medical expenses covered under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, that can be attributed only to ongoing operations at the designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** for "personal and advertising injury," and for medical expenses under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** and for damages or under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction

project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above or by separate endorsement.

4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Named Insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or offenses under **COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY**, and for all medical expenses caused by an accident under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** for damages, or under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** for medical expense shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III—LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as set forth in the policy.
- F. The terms and conditions of this endorsement will not apply to any construction project not specifically designated in this endorsement.
- G. This endorsement is only applicable if the designated construction project is identified specifically at the top of this endorsement.
- H. Notwithstanding any of the provisions above or elsewhere in the policy, the maximum amount of all separate per project aggregate payments we will be obligated to indemnify for losses occurring or commencing during this policy term for the separate Construction Project General Aggregate Limits combined will be limited to the sum of five million dollars (\$5,000,000) collectively.

All other terms, conditions and provisions of the policy remain unchanged.



AUTHORIZED REPRESENTATIVE

/ 01/04/2024

DATE