**TABECON-02** 

**NNUNLEY** 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2013

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	CONTACT NAME:			
ISU Sander Jacobs Cassayre Insurance Services 3200 Villa Lane	PHONE (A/C, No, Ext): (707) 252-8822 FAX (A/C, No): (707)			
Napa, CA 94558	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A: Zurich American Ins. Co.	16535		
INSURED	INSURER B: Westchester Fire Insurance Co.			
Taber Construction, Inc.	INSURER C: Allianz Global Corporate & Speciality			
PO Box 1309	INSURER D: Houston Casualty Company			
Martinez, CA 94553-7309	INSURER E:			
	INSURER F:			

**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,

INSR	XCLUSIONS AND CONDITIONS OF SUCH	ADDLS	UBR	POLICY EFF	POLICY EXP			
LTR		INSR \	NVD POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	2,000,000
Α	X COMMERCIAL GENERAL LIABILITY		GLA554343400	12/31/2012	12/31/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC					Deductible	\$	10,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
Α	X ANY AUTO		GLA554343400	12/31/2012	12/31/2013	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS AUTOS			BODILY INJURY (Per accident)	\$			
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$	
							\$	
	X UMBRELLA LIAB X OCCUR				12/31/2013	EACH OCCURRENCE	\$	13,000,000
В	EXCESS LIAB CLAIMS-MADE		G24351385001 12/3	12/31/2012		AGGREGATE	\$	13,000,000
	DED X RETENTION \$ 10,000						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- TORY LIMITS ER		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WC593961604	10/1/2012	10/1/2013	E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Builders Risk		MXI93046968	12/31/2012	12/31/2013	excludes EQ & Flood		5,000,000
D	Professional Liab		HCC1262312	12/31/2012	12/31/2013	Deductible \$35,000		1,000,000

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

re: 1633 HVAC Modernization at Gregory Gardens, Hidden Valley, and Strandwood (TCC 33120)

Mt. Diablo Unified School District, its Board members, employees and agents, the State of California are included as Additional Insureds per policy forms UGL1175ECW 4/12 and CA2048 0299 attached. Coverage is primary and non-contributory per same forms. 30 day notice of cancellation, except 10 days for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
	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

Mt Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519



# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'I. Prem	Return Prem.
GLA554343400	12/31/12	12/31/13	12/31/12		n/a	n/a

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

Named Insured: TABOR CONSTRUCTION, INC

Address (including ZIP Code):

PO BOX 1309

MARTINEZ, CA 94553-7309

This endorsement modifies insurance provided under the:

#### Commercial General Liability Coverage Part

- A. Section II Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
  - However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I Coverage A Bodily Injury And Property Damage Liability and Section I Coverage B Personal And Advertising Injury Liability, 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,
  - and resulting directly from your ongoing operations or 'your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - **b.** That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
  - "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or 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; and
  - 2. Supervisory, inspection, architectural or engineering activities.

E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

- 1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- 2. We receive written notice of a claim or "suit" as soon as practicable; and
- 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
  - 1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**G.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLA 5543434-00

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

# DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12/31/12	Countersigned By:
Named Insured: TABER CONSTRUCTION, INC.	(Authorized Representative)

### **SCHEDULE**

#### Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BUY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.