

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2019

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		CONTACT NAME:				
Dealey, Renton & Associates License #0020739		PHONE (A/C, No, Ext): 714-427-6810	FAX (A/C, No): 714-427-6818	8		
600 Anton Boulevard, Suite 100		E-MAIL ADDRESS: certificates@dealeyrenton.com				
Costa Mesa CA 92626		INSURER(S) AFFORDING COVERAGE	N.	IAIC#		
		INSURER A: Continental Insurance Company	35	5289		
NSURED	MOFFANICH	INSURER B: Ace American Insurance Company				
Moffatt & Nichol 4225 E. Conant		INSURER C: National Union Fire Insurance Co PA	19	9445		
Long Beach CA 90808		INSURER D: Transportation Insurance Company	20	0494		
		INSURER E: American Guarantee and Liability Ins	urance Co 26	6247		
		INSURER F:				

**COVERAGES CERTIFICATE NUMBER:** 1230671387 **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)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	6056712992	11/22/2019	11/22/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300.000
	X BFPD XCU						MED EXP (Any one person)	\$ 5,000
	X Ded /SIR \$0						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						Project / Loc Agg	\$ 15M
D	AUTOMOBILE LIABILITY	Υ	Υ	6056712989	11/22/2019	11/22/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							Comp / Coll Ded	\$1,000
A E	X UMBRELLA LIAB X OCCUR			6079627982 AEC576168006**	11/22/2019 11/22/2019	11/22/2020 11/22/2020	EACH OCCURRENCE	\$ 10,000,000
_	X EXCESS LIAB CLAIMS-MADE			AEC370108000	11/22/2019	11/22/2020	AGGREGATE	\$ 10,000,000
	DED RETENTION\$						Deductible / SIR	\$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	WC19397907 WC19397906	11/22/2019 11/22/2019	11/22/2020 11/22/2020	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		4	WC 19397900	11/22/2019	11/22/2020	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
В	Professional Liability Claims Made			G25660225006	11/22/2019	11/22/2020	per claim annl aggr.	\$1,000,000 \$1,000,000

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

Worker's Compensation extends to include Jones Act and USL&H Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability

Pollution Legal Liability is included on the Professional Liability Coverage

\*\*Excess Liability Limit: \$15,000,000. Deductible: \$0.

Re: All Operations / Inspection, Evaluation, and Rehabilitation Engineering Services for Redondo Beach Timber Pier Facilities The City, its officers, elected and appointed officials, employees, and volunteers are included as additional insured per the attached endorsements. Waiver of Subrogation applies per attached endorsements. 30 days' notice of cancellation applicable endorsements to follow from the carrier. Primary & Non-Contributory wording is included in policy form per the attached endorsements.

CANCELL ATION 30 Day Notice of Cancellation

THE EXPIRAL ACCORDANCE	CANCELLATION 90 Bay Notice of Cancellation			
City of Redondo BeachEngineering Services Division 415 Diamond Street	OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE TON DATE THEREOF, NOTICE WILL BE DELIVERED IN WITH THE POLICY PROVISIONS.			
Redondo Beach CA 90277				

CERTIFICATE HOLDER



## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

#### I. LIABILTY COVERAGE

#### A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

- a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
- Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- **b.** Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
- 3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. 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.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

#### B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

#### C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

#### II. PHYSICAL DAMAGE COVERAGE

#### A. Towing

**Section III. Paragraph A.2.**, is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:** 

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

#### C. Transportation Expenses

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- **b.** \$1,800 maximum, in lieu of \$600.

#### D. Loss of Use Expenses

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

#### E. Personal Property

The following is added to **Section III, Paragraph A.4.** 



# Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such written contract; or
  - **B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- **II.** But if the **written contract** requires:
  - **A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- **III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - **A.** coverage broader than required by the **written contract**; or
  - **B.** a higher limit of insurance than required by the written contract.
- **IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
  - **A.** 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; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - **B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

**Primary and Noncontributory Insurance** 

Policy #6056712992

CNA75079XX (10-16) Page 1 of 2



### Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16) Page 2 of 2 Policy #6056712992

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

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

forms a part of Policy No. WC

19-39-7906

Issued to MOFFATT & NICHOL, INC.

By COMMERCE AND INDUSTRY INSURANCE COMPANY

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.

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

Schedule

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13 (Ed. 04/84)

Countersigned by

#### BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the 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

forms a part of Policy No. WC19-39-7907

Issued to MOFFATT & NICHOL, INC.

#### By AIG PROPERTY CASUALTY COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61 (Ed. 11/90)

Countersigned by \_ \_ \_ \_ \_ \_ \_ \_

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