

1202-443

UND 618 03 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MS-EDGE GENERAL LIABILITY ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Extension	Limit
1. Supplementary Payments - Increased Limits	
Bail Bonds	\$3,000
Loss of Earnings	\$1,500
2. Miscellaneous Additional Insureds	
Mortgagee, Assignee or Receiver	Included
Managers or Lessors of Premises	Included
Controlling Interest	Included
Co-Owner of Insured Premises	Included
Owners or Other Interest From Whom Land Has Been Leased	Included
Lessor of Leased Equipment	Included
Owners or Contractors for Whom You are Performing Ongoing Operations	Included
State or Governmental Agency or Political Subdivision	Included
3. Aggregate Limits of Insurance for Single Construction Projects	General Aggregate Limit
4. Revisions to "Who Is An Insured"	
Volunteer Workers Expanded	Included
5. Expanded "Expected or Intended Injury" Definition	Included
9. Newly Formed or Acquired Organizations	Included
10. Legal Liability for Damage to Premises Rented to You (Specified Perils)	\$300,000
11. Non-Owned Watercraft Up to 51 Feet in Length	Included
12. Medical Payments Revised	\$15,000
13 Property Damage for Tools Loaned to You	\$10,000
14. Revisions to Definitions	
"Insured Contract" Amended	Included
"Mobile Equipment" Amended	Included
"Specified Perils" Added	Included
"Water Damage" Added	Included

The above is a summary of provisions in this endorsement. Please consult the specific provisions below for complete wording contained in these endorsement provisions. The endorsement provisions shall prevail in the event of a conflict between the summary and the following endorsement provisions.

ENDORSEMENT PROVISIONS

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

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1. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. The limit shown in 1.b. for the costs of bail bonds is increased to \$3,000.
- B. The limit shown in 1.d. for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is increased to \$1,500.

2. MISCELLANEOUS ADDITIONAL INSURED

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (known as additional insured) described in paragraphs (1) through (8) below, whom you are required to add as an additional insured on this policy under a written contract or agreement. The written contract or agreement must be:

- A. Currently in effect or becoming effective during the term of this policy; and
- B. Fully executed by you and the additional insured prior to the "bodily injury", "property damage" or "personal and advertising injury", but

only the following persons or organizations are additional insureds under this endorsement, and coverage provided to such additional insureds is limited as provided herein.

(1) ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability as a Mortgagee, Assignee or Receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule of All Locations You Own, Rent or Occupy.

- a. This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

(2) ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability as a Manager or Lessor of premises and arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule of All Locations You Own, Rent or Occupy, and subject to the following additional exclusions:

- a. This insurance does not apply to:
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises;
 - (2) Structural alterations, new construction or demolition operations performed by or for that person or organization.

(3) ADDITIONAL INSURED - CONTROLLING INTEREST

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

(4) ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES

SECTION II - WHO IS AN INSURED is amended to include as an insured a co-owner of the insured's premises with respect to their liability arising out of their liability as co-owner of such premises.

(5) ADDITIONAL INSURED - OWNERS OR OTHER INTEREST FROM WHOM LAND HAS BEEN LEASED

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule of All Locations You Own, Rent or Occupy, and subject to the following additional exclusions:

- a. This insurance does not apply to:
 - (1) Any "occurrence" which takes place after you cease to lease that land;
 - (2) Structural alterations, new construction or demolition operations performed by or for that person or organization.

(6) ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

a. This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires;

(2) To "bodily injury" or "property damage" arising out of the sole negligence of that person or organization.

(7) OWNERS OR CONTRACTORS FOR WHOM YOU ARE PERFORMING ONGOING OPERATIONS

SECTION II - WHO IS AN INSURED is amended to include as an insured:

a. Any person or organization for whom you are performing operations 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.

A person's or organization's status as an additional insured under this provision 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 approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(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.

(8) ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION

SECTION II - WHO IS AN INSURED is amended to include as an insured any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state, governmental agency or subdivision or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations or similar exposures; or

b. The construction, erection, or removal of elevators; or

c. The ownership, maintenance, or use of any elevators covered by this insurance.

With respect to coverage provided by this provision **2. MISCELLANEOUS ADDITIONAL INSUREDS**, the following additional provisions also apply:

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A. Any insurance provided to an additional insured designated under paragraphs (1) through (8) above does not apply:

- (1) To "bodily injury" or "property damage" included within the "products completed operations hazard"; or
- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

B. Paragraph 4.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis that is available to the additional insured unless you and the additional insured have specifically agreed in writing that this insurance be primary. Then we will treat any other insurance maintained by the additional insured for injury or damage covered by provision 2. **MISCELLANEOUS ADDITIONAL INSUREDS**, except such other insurance as noted in paragraph (b) below, as excess to this insurance.

(b) Any other primary liability insurance available to the additional insured for damages arising out of premises or ongoing operations for which such person or organization has been added as an additional insured by the attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all the other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in the Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy or coverage part.

3. AGGREGATE LIMITS OF INSURANCE FOR SINGLE CONSTRUCTION PROJECTS

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which can be attributed only to ongoing operations at single construction projects away from premises owned by or rented to the insured:

(1) The most we will pay will be capped at \$10,000,000, regardless of the number of:

- a. "Occurrences";
- b. Insureds;
- c. Claims made or "suits" brought;
- d. Persons or organizations making claims or bringing "suits"; or
- e. Separate construction projects.

(2) Subject to paragraph 3.A.(1) above:

- a. A separate Single Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

Margaret Millstead

The Leavitt Group of Spanish Fork
801-798-7343 X 205
866-798-1832 fax
margaret-millstead@leavitt.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2011

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 INCURED, the policy(ies) must be endorsed. If CUDROGATION 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 Leavitt Group of Spanish Fork, Inc Insurance & Surety Bonds P. O. Box 757, 199 North Main Spanish Fork, UT 84660	CONTACT NAME: Margaret Millstead-Exec PHONE (A/C, No, Ext): 801.798.7343 FAX (A/C, No): 801.798.3442 E-MAIL ADDRESS: margaret-millstead@leavitt.com PRODUCER CUSTOMER ID #: 00014117	
	INSURER(S) AFFORDING COVERAGE INSURER A: Mountain States Ins Group NAIC # G9547 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED BENNETT PAVING & CONSTRUCTION, INC. PO Box 1326 Spanish Fork, UT 84660		

COVERAGES

CERTIFICATE NUMBER: 11/12 All Policies

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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP0121705	05/19/2011	05/19/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BAP0121705	05/19/2011	05/19/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV0121705	05/19/2011	05/19/2012	WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
	Inland Marine			CPP0121705	05/19/2011	05/19/2012	Deductable \$1,000

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

RE: Center Parking Lot

For Additional Insured information please refer to the attached General Liability endorsement UND 6180311

CERTIFICATE HOLDER

FAX: 801.420.3005

Santaquin City
45 W. 100 S.
Santaquin, UT 84655

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

Margaret Millstead

Margaret Millstead-Exec/MAMILL

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