

Bid From:

Rotolo Consultants, Inc.  
38001 Brownsvillage Rd.  
Slidell, LA 70460  
LA License No. 29959

Bid For:

New Construction of Pocket Park  
Derbigny Street, Gretna, LA 70053  
Bid Proposal No. 50-00133289

Bid To:

Jefferson Parish Purchasing  
200 Derbigny St. Suite 4400  
Gretna, Louisiana 70053

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Jefferson Parish Purchasing  
200 Derbigny St., Suite 4400  
Gretna, Louisiana 70053

(Owner to provide name and address of owner)

BID FOR: New Construction of  
Pocket Park  
Derbigny Street, Gretna, LA 70053  
Bid Proposal No. 50-00133289

(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/ he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Burgdahl & Graves AIA Architects and dated: 9 October 2020

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

1

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

NINE HUNDRED EIGHTY THOUSAND DOLLARS ZERO CENTS Dollars (\$ 908,000.00)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1: ADDITIVE ALTERNATE: Concrete Parking Lot - See drawings and Section 01100 for scope of work for the lump sum of:**

THREE HUNDRED EIGHTY THOUSAND, TWO HUNDRED Dollars (\$ 380,200.00)

**Alternate No. 2:** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

**Alternate No. 3:** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

**NAME OF BIDDER:** Rotolo Consultants, Inc.

**ADDRESS OF BIDDER:** 38001 Brownsvillage Rd.  
Slidell, LA 70460

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 29959

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Brian Rotolo

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** CFO / Secretary

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** [Signature]

**DATE:** 3.18.21

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Rotolo Consultants, Inc.  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Rotolo Consultants, Inc.  
INCORPORATED, DULY NOTICED AND HELD ON December 10, 2020,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Keith Rotolo, Michael Rotolo, Brian Rotolo, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF  
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS  
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH  
THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES  
OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS,  
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO  
RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE  
PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY  
RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A  
TRUE AND CORRECT COPY OF AN EXCERPT  
OF THE MINUTES OF THE ABOVE DATED  
MEETING OF THE BOARD OF DIRECTORS OF  
SAID CORPORATION, AND THE SAME HAS NOT  
BEEN REVOKED OR RESCINDED.

  
Brian Rotolo **SECRETARY-TREASURER**

3.18.21

**DATE**



**Public Works Bid**

**AFFIDAVIT**

**STATE OF** Louisiana

**PARISH/ COUNTY OF** St. Tammany

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_  
Brian Rotolo, (Affiant) who after being by me duly sworn, deposed and  
said that he/ she is the fully authorized CFO / Secretary of Rotolo Consultants, Inc.  
\_\_\_\_\_, (Entity), the party who submitted a bid in response to Bid Number 50-00133289  
\_\_\_\_\_, to the Parish of Jefferson.

Affiant further said:

**Campaign Contribution Disclosures**

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/ or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/ or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

**Choice B** X

There are **NO** campaign contributions made which would require disclosure under Choice A of this section.



Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

**Choice A** \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

**Choice B** X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/ she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:


- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

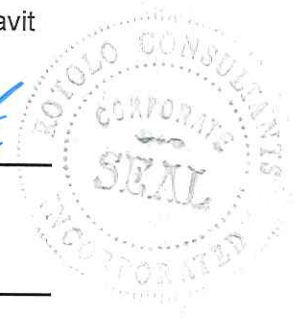
*[The remainder of this page is intentionally left blank.]*

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

  
Signature of Affiant

Brian Rotolo  
Printed Name of Affiant



SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 17<sup>th</sup> DAY OF March, 2021.

  
Notary Public

Crystal Gravois  
Printed Name of Notary

066785  
Notary/ Bar Roll Number



My commission expires with life.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

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).

|  |  |  |  |                                    |
|--|--|--|--|------------------------------------|
| <b>PRODUCER</b><br>BXS Insurance<br>4041 Essen Lane, Suite 400<br>Baton Rouge LA 70809 |  | <b>CONTACT NAME:</b> Cheryl Ann Boudreaux<br><b>PHONE (A/C, No. Ext):</b> 225-336-3200<br><b>E-MAIL ADDRESS:</b> cheryl.boudreaux@bxsi.com |  | <b>FAX (A/C, No):</b> 225-336-4536 |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b>                      |
|  |  | <b>INSURER A:</b> Gray Insurance Company   |  | 36307                              |
|  |  | <b>INSURER B:</b> Hallmark Specialty Insurance Company   |  | 26808                              |
|  |  | <b>INSURER C:</b> Starr Indemnity & Liability Company  |  | 38318                              |
|  |  | <b>INSURER D:</b> Great American Insurance Co.   |  | 16691                              |
|  |  | <b>INSURER E:</b>  |  |                                    |
|  |  | <b>INSURER F:</b>  |  |                                    |

## COVERAGES

**CERTIFICATE NUMBER:** 1852113262

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | XSGL074422      | 6/30/2019               | 7/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>SIR \$ 100,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                         |           |          | XSAL075423      | 6/30/2019               | 7/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>SIR \$ 100,000  |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | GXS043597       | 7/1/2020                | 7/1/2021                | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | XSWC071151      | 6/30/2019               | 7/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER LOUISIANA<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| B        | EXCESS \$1 X \$4ML   |           |          | 77HX2095BB      | 7/1/2020                | 7/1/2021                | 1,000,000 Per Occ  |
| C        | Leased/Rented Equipment  |           |          | ITH100065017520 | 7/1/2020                | 7/1/2021                | 500,000 Per Item   |
| D        | Cont&Site Pollution/Professional   |           |          | PCME56604800    | 7/1/2020                | 7/1/2021                | 2,000,000 Per Occ  |

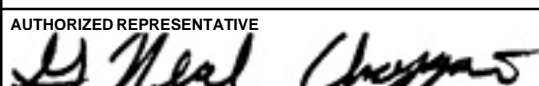
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis in respects to General Liability (Additional Insured Form Includes Completed Operations), Automobile Liability and Excess policies when required by written contract or agreement with a Waiver of Subrogation granted in their favor in respects to General Liability, Automobile Liability, Worker's Compensation, and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder when required by written contract.

Auto Physical Damage is included on the auto policy referenced above with a \$5,000 physical damage deductible.  
 See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

|                    |  |
|--------------------|--|
| MASTER CERTIFICATE | 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<br>  |

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# ADDITIONAL REMARKS SCHEDULE

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|                         |           |   |
|-------------------------|-----------|---|
| AGENCY<br>BXS Insurance |           | NAMED INSURED<br>Rotolo Consultants, Inc.<br>38001 Brownsville Road<br>Slidell LA 70460 |
| POLICY NUMBER           |           |   |
| CARRIER                 | NAIC CODE | EFFECTIVE DATE:   |

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

SEE EXTRA PAGE FOR THE GRAY INSURANCE PROGRAM ENDORSEMENTS

Subject to policy terms, conditions and exclusions; 30 Day Notice of Cancellation shall be given in respects to General Liability, Auto Liability and Workers Compensation and Excess policies referenced above.

Blanket Alternate Employer is included on the Worker's Compensation policy when required by written contract or agreement.

### LEASED/RENTED EQUIPMENT COVERAGE:

Limit: \$500,000 per item/\$500,000 per occurrence - \$2,500 Deductible

Certificate Holder shown as additional insured and loss payee with respect to leased/rented/borrowed equipment when required by written contract. Subject to policy terms and conditions, loss payee shall receive the amount the insured is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent up to the maximum per item.

### Other Workers Compensation Policies:

GWC-071151 NON-LA and NON FL WORK COMP - Includes Waiver of Subrogation and 30 day Notice of Cancellation when required by written contract

Carrier: The Gray Insurance Company

Policy Dates: 7/1/2020-7/1/2021

E.L. EACH ACCIDENT - \$1,000,000

E.L. DISEASE - EA EMPLOYEE - \$1,000,000

E.L. DISEASE - POLICY LIMIT - \$1,000,000

GWC-071151-FL-2 - FL WORK COMP - Includes Waiver of Subrogation and 30 day Notice of Cancellation when required by written contract

Carrier: The Gray Insurance Company

Policy Dates: 7/1/2020-7/1/2021

E.L. EACH ACCIDENT - \$1,000,000

E.L. DISEASE - EA EMPLOYEE - \$1,000,000

E.L. DISEASE - POLICY LIMIT - \$1,000,000

Excess Policies are follow form in respects to General Liability, Auto Liability and Workers Compensation.

**THE GRAY INSURANCE COMPANY**

**The below coverages apply if the corresponding policy number is indicated on the previous page.**

**A. Commercial General Liability**

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

**B. Automobile Liability Policy Includes:**

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

**C. Workers Compensation Policy Includes:**

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

**D. Excess Liability Policy Includes:**

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

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

**ADDITIONAL INSURED— OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

When required by written contract, any person, firm or organization.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



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

## **WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

If required by written contract, any person, firm or organization.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

**Policy Number: XSAL-075423**

BUSINESS AUTOMOBILE COVERAGE

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".

Contains Material.  
Copyright, Insurance Services Office, Inc., 1984

GIC 00 29 04/98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **PRIMARY AND NONCONTRIBUTORY- OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

- A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance- Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution *from* any other insurance available to such "insured".

- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured:

Endorsement Effective Date:

### **SCHEDULE**

Name(s) Of Person(s) Or Organization(s):

When required by written contract, any person, firm or organization.

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Policy Number: XSWC-071151-LA WORK COMP, GWC-071151-NON LA/NON FL WORK COMP;  
GWC-071151-FL1-FL WORK COMP

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

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

When required by written contract, any person, firm or organization.

**Policy Number: XSGL-074422, XSAL-075423, XSWC-071151 LA WORK COMP,  
GWC-071151 NON-LA/NON FL WORK COMP, GWC-071151-FL-1 WORK COMP**

**ENDORSEMENT**

In the event of cancellation by the Company THIRTY (30) days written notice will be given to the scheduled certificate holders. This notice in no way changes the notice of cancellation that is required to be given to the insured by any state law:

**Schedule**

**Any person, organization or company as required by written contract.**