

EXHIBIT – M



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

MM/DD/YYYY

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 XYZ Insurance Agency 100 Main Street San Diego, CA 92100	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): ADDRESS: PRODUCER CUSTOMER ID #:
INSURED ABC Company, Inc. 150 Main Street San Diego CA 92101	INSURER(S) AFFORDING COVERAGE INSURER A: Carrier rated A- VIII or better INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 124318

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 SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	X X	Policy Number	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS		Policy Number	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	OCCUR CLAIMS MADE	Policy Number	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A X	Policy Number	MM/DD/YY	MM/DD/YY	WC STATUS: <input checked="" type="checkbox"/> TORY LIMITS: <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Limit

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

Re: Contract #____. Kevcon, Inc. and [ENTER PROJECT OWNER HERE] are listed as an Additional Insured as respects General Liability per endorsement CG2010 11/85 (attached). General Liability coverage is Primary and Non-Contributory. Waiver of Subrogation applies as respects General Liability, Automobile Liability and Workers Compensation per endorsements attached.

CERTIFICATE HOLDER

Kevcon, Inc.
246 East Grand Avenue
Escondido, CA 92025

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

Authorized Signature

ACORD 25 (2009/09)

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* * END OF EXHIBIT M * *

Subcontractor's Initials

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Contractor's Initials

Subcontract Agreement
(01/2012 ed. Rev. 2)

EXHIBIT - L

INSURANCE REQUIREMENTS

Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, with carriers licensed to do business in the State of California, with a minimum Best's rating of A- VII in amounts specified below, including the following coverages:

I. Casualty Insurance

- A. **Workers' Compensation and Employer's Liability** insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The following endorsements shall be attached.

The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Contractor in the schedule as the alternate employer. **[reqWCeli] REQUIRED UNDER THIS AGREEMENT.**

The U.S. Longshoremen and Harborworkers Compensation Act endorsement shall be attached to the policy. **[reqInsWCUSLHC] REQUIRED UNDER THIS AGREEMENT.**

The Outer Continental Shelf Lands Act endorsement (WC 00 01 09 A) shall be attached to the policy. **[reqInsWCOCSLA] REQUIRED UNDER THIS AGREEMENT.**

The Maritime Coverage (Jones Act) endorsement (WC 00 02 01) shall be attached to the policy. **[reqInsWCMCE] REQUIRED UNDER THIS AGREEMENT.**

The policy shall include an "in rem" endorsement.

- B. **Commercial General Liability** insurance (ISO Form CG 00 01) and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 Aggregate and \$2,000,000 Products/Completed operations Aggregate for at least 10 years following substantial completion of the work. The General Aggregate limit shall apply separately to this project. (i.e. "per project aggregate")

CGL insurance shall be written on an ISO occurrence form CG 00 01 07 98 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground or property damage.

Subcontractor shall name Contractor & Owner as additional insured under the General Liability Policy using ISO Form CG 20 10 11 85 or its equivalent as approved in writing by Contractor.

The following coverages shall also be required, if Subcontractor or their Subcontractors are using a crane or boom truck in the performance of the scope of the work of this subcontract. **[reqCGLI] REQUIRED UNDER THIS AGREEMENT.**

Riggers Liability with a limit of at least \$1,000,000.
Boom Coverage with a limit of at least \$1,000,000.

- C. **Automobile Liability** insurance with a Combined Single Limit of not less than \$1,000,000 each accident, including coverage for any auto including all owned, hired and non-owned automobiles. Business auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

The following coverages shall also be required **[reqALI] REQUIRED UNDER THIS AGREEMENT**

Coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. (Hazardous Material Transportation)

- D. **Umbrella/Excess Liability** insurance in the amount of \$2,000,000 covering over General Liability, Employer's Liability and Auto Liability.

E. **Additional Required Insurance Coverages**

Railroad Protective Liability Insurance [reqRPLI] REQUIRED UNDER THIS AGREEMENT.

Subcontractor shall maintain Railroad Protective Liability insurance on behalf of [railroadName] Railroad, as named insured, with a limit of [railroadInsLimit].

Marine Insurance [reqMI] REQUIRED UNDER THIS AGREEMENT.

Subcontractor shall maintain Marine Protection and Indemnity Insurance per the SP23 Form (revised 1/56), or its equivalent, insuring against liability to crew and third parties, oil pollution and voluntary and involuntary removal of wreck/debris. This insurance shall have a deductible not to exceed \$10,000 and policy limits in any combination of primary and excess of not less than \$5,000,000. This insurance may exclude coverage for crew claims if such

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claims are fully covered under the Workers Compensation policy as described below.

Workers Compensation shall include coverage required under the Longshore and Harbor Workers Compensation Act, Employers Liability will include an endorsement providing coverage for claims brought pursuant to the Jones Act and general maritime law (to the extent such claims are not covered by the Protection and Indemnity insurance above.) Jones Act and general maritime coverage limits shall be at least \$5,000,000 in any combination of primary and excess. The policies shall contain an Alternate Employee endorsement in favor of the Contractor and an "in rem" endorsement.

Hull and Machinery insurance per the American Institute Hull Clauses (6/2/77) including the full four-fourth's collision and running down clause shall be carried to the full value of the vessel(s) with a deductible not to exceed \$10,000.

The Subcontractors Commercial General Liability policy shall include an "in rem" endorsement and the watercraft exclusion shall be deleted.

Contractors Pollution legal Liability Insurance [reqCPLLI] REQUIRED UNDER THIS AGREEMENT.

Subcontractor shall maintain in force, for the full period of this contract, insurance covering losses caused by pollution conditions that arise from the operations of the Subcontractor describe under the scope of services of this contract.

Insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate limit of at least \$2,000,000.

If coverage is written on a claims-made basis, the Subcontractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 10 years beginning from the time that work under the contract is completed.

If the scope of services as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, the Subcontractor must furnish to the Contractor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Contractor under this Paragraph 5.5 must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

**Architects & Engineers Professional Liability [reqAEPLI] REQUIRED
UNDER THIS AGREEMENT**

Subcontractor [ArchitectName] shall maintain professional liability insurance of not less than \$1,000,000 each claim/aggregate, including limited contractual liability coverage. Insurance will be maintained in force, assuming it is available at a rate similar to what the Subcontractor is now paying, for a period of 10 years after substantial completion of this project

The retroactive date on the policy will pre-date the beginning of any services provided under the contract, and the retroactive date will not be advanced during the period of time that the Subcontractor (architect or engineer) is required to carry coverage.

- F. **Primary insurance.** Insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to Contractor
- G. **Waiver of Subrogation.** Each insurance policy shall contain a Waiver of Subrogation waiving all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, commercial Auto or Commercial Umbrella liability insurance

H. **Certificates of Insurance**

Subcontractor shall provide certificates of insurance to the Contractor executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencement of the work. The certificates of insurance shall provide that there will be no cancellation or material change of coverage without 30 days prior written notice to the Contractor. The certificate shall reflect all limiting or exclusionary endorsements amending the required ISO Form CG 00 01. The use of such limiting or exclusionary endorsements will be subject to the approval of Contractor.

Certificate shall bear the following wording: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will provide 30 days written notice to the certificate holder." Subcontractor to provide updated certificates of insurance if policy expires during the duration of the project.

Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

Contractor shall have the right, but not the obligation, of prohibiting Subcontractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

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Failure to maintain the required insurance may result in termination of this contract at Contractor's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Contractor whenever requested.

Receipt by Contractor of any certificate of insurance or additional insured endorsement which does not comply with any provisions of this Section shall not act as a waiver to enforce any of these provisions at a later date in the performance of this Agreement.

Subcontractor shall provide certified copies of all insurance policies required above within 10 days of Contractor's written request for said policies.

By requiring insurance herein, Contractor does not represent that coverage and limits will necessarily be adequate to protect Subcontractor and such coverage and limits shall not be deemed as a limitation on Subcontractor's liability under the indemnities granted to Contractor in this contract.

II. Property Insurance

All work covered by this Agreement done at this site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

- A. **Waiver of Subrogation.** Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.
- B. **Builder's Risk.** "All risk" Builder's Risk insurance (excluding the hazards of earthquake and flood) is normally purchased by Owner and such insurance provides property insurance coverage for both Contractor and Subcontractor including loss or damage to Subcontractor's work. It is the responsibility of Subcontractor to ensure his work is protected by such Builder's Risk insurance prior to the execution of this subcontract. If Builder's Risk coverage is not provided, Subcontractor shall obtain such coverage expense at his own expense. Subcontractor is also responsible for any deductible amounts incorporated into any property insurance policies.
- C. **Additional insured.** Subcontractor shall name the Contractor and Owner as an Additional Insured under the Builders Risk Insurance policy.

III. Deductibles/Self Insured Retention (SIR).

All deductibles and/or SIRs shall be declared on the certificates of insurance. The maximum allowable deductible/SIR is \$10,000. Any deductible/SIR in excess of this amount must be pre-approved by the Contractor.

* * END OF EXHIBIT L * *

Subcontractor's Initials

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