YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and **Black Hat Mobile Wash LLC**, herein referred to as "CONTRACTOR", whose address is **1005 Competition Ave, Billings, MT 59105.**

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as

Work generally described as Snow Plowing within RSID 786 – Grizzly Creek Estates and additional services or conditions per attached scope of work & quotation - Exhibit A.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE:
CONTRACT shall be in effect from **November 1, 2026 to April 30, 2027**. If mutually agreed by both parties, the contract may be extended twice for a term of one (1) year per extension.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of **$ 200.00 per plowing event, $ 100.00 per hour for other services, and Unit Rates for other conditions as described in Exhibit A.** CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

6. CONTRACT DOCUMENTS: The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR, consist of the following:

1. This agreement
2. CONTRACTOR's quote dated **October 27, 2026**
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. **Exhibit A – Contract Scope of Work & Specifications, Quote Solicitation List, and RSID Location & Boundary Map attached hereto**

7. WARRANTY: CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.

8. MODIFICATION OF CONTRACT: This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

9. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of million dollars ($1,000,000.00) for each occurrence (minimum) and two million dollars ($2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

10. INDEMNIFICATION: CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTORS's negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

11. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. CONTRACTOR or their subcontractors agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the Contract.

12. PERMITS: CONTRACTOR is responsible for obtaining any and all permits required to perform work under the Contract.

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid

wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

14. PREFERENCE: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

16. ATTORNEY FEES: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

17. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

18. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective November 1, 2026

COUNTY:
Yellowstone County
Billings, MT 59101

Monica Plecker, AICP
Public Works Director

CONTRACTOR:
Black Hat Mobile Wash LLC
Billings, MT 59101

Signature

Owner
Title

Yellowstone County RSID Snow Plowing Quote Sheet

Please fill out and return a worksheet <u>for each</u> RSID Subdivision you elect to quote

COMPANY NAME: Black Hat Mobile Wash LLC

RSID Name <u>and</u> Number: Grizzly Creek Estates 796

RSID Event Committee Selection (Note 2" or 4" or Will-Call): 4" event

BASE QUOTE RATES

Base Quote (Lump Sum) Per Plowing Event (as per specific RSID Committee selection)

$ 200.00 **/EACH (N/A if Will-Call Service Selection)**

Additive Quote (Unit Price) Per Hour of Plowing Service / Will-Call Rate

$ 100.00 **/HR Minimum Hourly Rate (Flat Fee or Min Hrs) $** _____ **/LS or** _____ **HRS**

MAILING ADDRESS: 1005 Competition Ave.

CITY, STATE, ZIP CODE: Billings, MT 59105

TELEPHONE NUMBER: 406-694-7965

EMAIL ADRESS: contway@live.com

MONTANA CONTRACTORS' LICENSE No. (if applicable): ICP-ICEC-REG-0372 141

AUTHORIZED REPRESENTATIVE (print): Jayson T. Contway

SIGNATURE:

DATE: 10/27/24

I acknowledge receiving the following addenda (if applicable).

No. 1_____ No. 2 _____ (Initial)

ADDITIONAL SERVICES OFFERED/CONDITIONS –

Sanding Material Treatment / Ice-Melt Treatment: **YES** _____ **NO** ✓

$ Fee Amount/Rates (if offered / provide clarifications):

_____

_____

Holiday Service Restrictions: **YES** _____ **NO** ✓

Note Restricted Service Days (if any)

_____

_____

$ Holiday Fee Premium Amount / Rate (if any / provide clarifications):

5/100 of

_____

_____

Multi-Year / Season Contract Offer (1 season term extension): YES _____ **NO** _____

<u>Note</u> – If offered by Contractor, this option may be selected to reduce contracting administrative processes of the RSID, Yellowstone County and Contractor. If offered by Contractor, provide an extended contract Rate/Fee (e.g. $ fixed amount or % increase) adjustment (if any) to be applied for the succeeding year/season.

_____

_____

Any Other Conditions / Notations of Service Offerings:

_____

_____

_____

_____

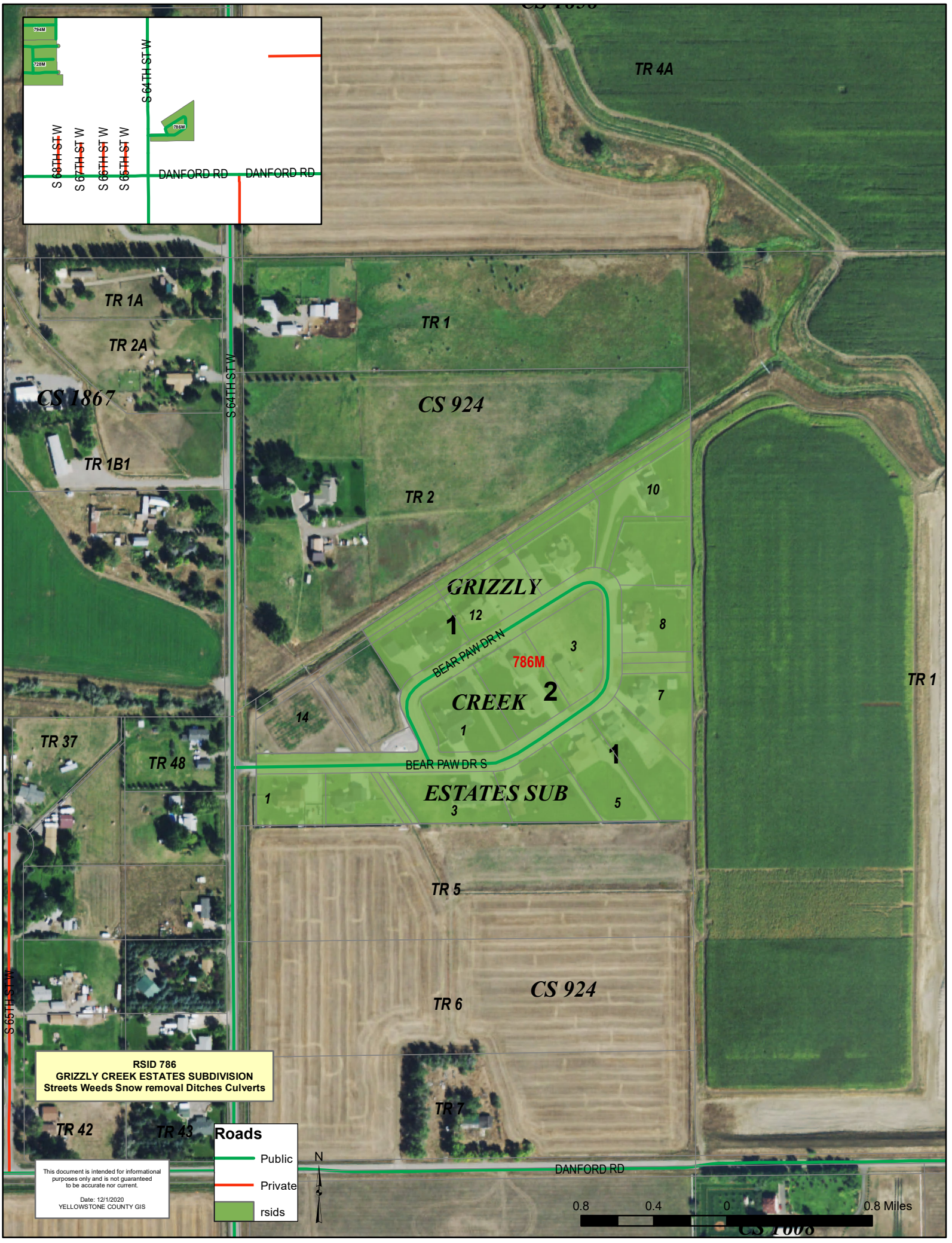
EXHIBIT A

Yellowstone County RSID Subdivision Snow Plowing
Scope of Work & Specifications

- Provide Snow Plowing Lump Sum Rate "Per Event" Depth (2" or 4" inch) as selected by each RSID Committee (N/A if Committee Selects "Will-Call" Service)
    - Quote a Fixed Lump Sum Rate per Service of all streets and cul-de-sacs within the RSID mapped area
    - Quote Rate to include Automatic Service that is to occur once the designated depth threshold has been achieved and/or is anticipated (unless Will-Call Service)
    - RSID Ad-Hoc Committees may request snow plowing if less than the designated threshold has accumulated, but the committee must initiate this request directly with the Contractor
- Provide Snow Plowing Rate per Hour for Will-Call or other service call outs by the RSID Ad-Hoc Committees
    - Quote a Fixed Rate per Hour: Examples of call-out services
        - Will-Call Contract Service (Base Contract established at Hourly Rate only)
        - Drift Plowing / Slush Plowing
        - Partial / Other Plowing - TBD
- Provide Rate Quotes for Other Offered Winter Services
    - Sanding Treatment Rate
    - Ice-Melt Treatment Rate
    - Other Services (if any)
    - Application / Usage to be at request of and locations coordinated directly by RSID committee
- Provide Service Limitation Notations / Special Fees
    - Holiday Premium Days / Rates (if any)
    - Holiday Service Restrictions / Non-Service Days (if any)
    - Other Restrictions / Fees (if any)
- Guidelines for all Subdivision Plowing
    - Plowing to include all streets and cul-de-sacs
    - Punctual plowing performance is expected per event
    - Driveways and Mailboxes are not to be plowed in with windrow stockpiles
    - Landscaping / Signage / Mailbox / Other Property Damage that occurs beyond the edge of roadway is to be repaired or replaced at Contractors Expense and coordinated with Property Owner(s) and is considered incidental to Contract Rates.
    - Coordinate with RSID Ad-Hoc Committee and Property Owners as necessary
- NOTE: <u>All road alignments colored dark green (designated as Public Roads) AND WITHIN THE BOUNDARIES of the mapped subdivisions are to be considered a road surface to be plowed and subject to receive service via the RSID program of the RSID subdivision(s) quoted.</u> Contractors interested in submitting price quotes are encouraged to visit the site(s) to obtain and verify their own measurements of lengths, widths, slopes and any other conditions to consider as needed to perform this work. Provided RSID road lengths are approximate only and will not be considered cause for contract rate adjustments.
- Price Quotes shall include all labor, equipment, and tools necessary for the noted service(s)

YCPW 2026 RSID Snow Plowing Solicitation List *

Quote List No.	RSID No.	RSID Name	RSID Service Selection	Approximate Rd Lengths - MILES		RSID Location Clarifications/Notes:
1	651	Cloverleaf Meadows	2"	1.6		
2	667	White Tail	2"	0.2		
3	671	Blue Creek View	2"	1.5		**ALL Gravel Roads**
4	675	Oak Ridge ***PH 1***	2"	0.6		
5	688	Eagle Bend	Will-Call	4.0		**ALL Gravel Roads**
6	689	Saddleback Ridge	2"	2.3		
7	698	Sierra Estates	*4" Event*	2.8		
8	701	Pheasant Brook	2"	2.5		
9	703	Beartooth Pointe	2"	1.0		***Requires Sanding and/or Ice Treatment***
10	709	Clarks Fork ***RIVER RANCH***	2"	1.2		AKA Clarks Point Drive
11	713/715	Tanglewood	2"	3.7		***Combine the 2 RSID Maps***
12	720	Lone Eagle	2"	2.0		***MAY require Sanding and/or Ice Treatment***
13	723	Clarks Fork ***ESTATES***	4" Event	0.15		**ALL Gravel Roads**
14	727	Farnum	4" Event	1.1		
15	728	Linlee Lakes	2"	1.6		
16	757	Huntley Estates	Will-Call	1.3		
17	761	Vista Buttes	2"	1.2		
18	769	Brookwood	4" Event	2.7		
19	773	West Meadows	2"	3.2		**PARTIAL Gravel Roads;** ***EXCLUDE So Homewood Park Dr N of Penta Cir; EXCLUDE W Bird Way S of White Pine Cir***
20	776	Pryor Creek	2"	1.7		
21	779	Twin Coulee	4" Event	1.3		AKA Sanctuary Canyon
22	786	Grizzly Creek	4" Event	0.5		
23	803	Indian Cliffs	4" Event	3.5		***INCLUDE Apache Trail from Hwy 3 to beginning of RSID Subdivision roads***
24	806	River Ranch ***RETREAT***	4" Event	1.5		
25	820	Crest View	2"	0.2		
26	850	Bar 11	2"	4.6		***INCLUDE Hawthorn Ln to 650 S of Bull Park; EXCLUDE Plateau Rd and Muckle Trl beyond 200 ft W of Derby St; Exclude all unfinished roads N & W of Bar 11 & Windy Point intersection; EXCLUDE all unfinished roads S of Windy Point & Bull Park intersection***
27	852	MacKenzie Meadow	2"	2.75		***INCLUDE all of Abby Rd from S 56th St through Subdivision; EXCLUDE Callies St and Kenzie St beyond 200 ft east of Abby Rd***
28	861	Sundance	2"	1.8		
29	887	Stone Creek	4" Event	1.0		
30	730	Emerald Eagle	2"	1.4		*** Added RSID location 10/20/26**


794M
728M
786M
S 64TH ST W
S 68TH ST W
S 67TH ST W
S 66TH ST W
S 65TH ST W
DANFORD RD
DANFORD RD
TR 4A
TR 1A
TR 2A
CS 1867
TR 1B1
TR 1
CS 924
TR 2
S 64TH ST W
GRIZZLY
CREEK
ESTATES SUB
BEAR PAW DR N
BEAR PAW DR S
786M
1
2
12
10
8
3
7
14
1
5
TR 1
TR 37
TR 48
TR 5
TR 6
CS 924
TR 7
TR 42
TR 43
S 65TH ST W
DANFORD RD
RSID 786
GRIZZLY CREEK ESTATES SUBDIVISION
Streets Weeds Snow removal Ditches Culverts
Roads
Public
Private
rsids
N
This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 12/1/2020
YELLOWSTONE COUNTY GIS
0.8
0.4
0
0.8 Miles
CS 1008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/2/2026

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
Inszone Insurance Services, LLC
2721 Citrus Road, Suite A
Rancho Cordova CA 95742

License#: 0F82764
BLACHAT-02

CONTACT NAME: Certificate Team
PHONE (A/C, No, Ext): 877-308-9663 **FAX (A/C, No):** 916-400-2625
E-MAIL ADDRESS: certs@inszoneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Acuity, A Mutual Insurance Company	14184
INSURER B : AmTrust North America, Inc.	22985
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Black Hat Mobile Wash LLC
1005 Competition Ave
Billings MT 59105

COVERAGES **CERTIFICATE NUMBER:** 114582008 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	ZX9474	12/4/2025	12/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			ZX9474	12/4/2025	12/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4864338	10/20/2026	10/20/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Yellowstone County is listed as an Additional Insured per form CB-7245: Completed Operations and CB-7433: Ongoing Operations.

CERTIFICATE HOLDER

Yellowstone County Public Works
PO Box 35024
Billings MT 59107

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

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CB-7433(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person(s) or organization(s) is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

a. When your operations for that insured are completed; or

b. The contract or agreement you have entered into with the additional insured is terminated.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *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:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage*, or the offense which caused the *personal and advertising injury*, involved the rendering of or the failure to render any professional services.

b. *Bodily injury* or *property damage* occurring after:

(1) 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

(2) 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.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS, LESSEES OR CONTRACTORS) **CB-7245(7-13)**

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy for completed operations; and

b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The insurance does not apply to:

a. *Bodily injury* or *property damage* which occurs prior to execution of the contract or agreement described in item 1; or

b. *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

c. *Bodily injury* or *property damage* arising out of 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; or

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability And Medical Expenses Limits Of Insurance section:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS **CB-7252(12-19)**

This endorsement modifies insurance under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak® Common Policy Conditions is amended as follows:

1. We waive any right of recovery we may have against any person or organization described in paragraph 2 because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard.*

2. This waiver applies only to:

a. Any person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a. above.

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CB-1488(7-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® COMMON POLICY CONDITIONS

The following is added to paragraph H Other Insurance of the Bis-Pak® Common Policy Conditions 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.

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