

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 03/15/2024

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).

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PRODUCER					CONTACT NAME: CLIENT CONTACT CENTER					
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328					PHONE	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664				
OWATONNA, MN 55060						E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM				
	•			INSURERS AFFORDING COVERAGE NAIC #						
н					INSURER A:F	INSURER A: FEDERATED SERVICE INSURANCE COMPANY 28304				
INSURED 359-167-					4 INSURER B: F	INSURER B: FEDERATED RESERVE INSURANCE COMPANY				
CUSTOM ENGINEERING					INSURER C:	INSURER C:				
990 S HURON RD LINWOOD, MI 48634-9502					INSURER D:				- 1	
					INSURER E:					
					INSURER F:					
CO	VERAGES CER	ATE I	NUMBER: 191	REVISION NUMBER: 0						
N IS	HIS IS TO CERTIFY THAT THE POLICIES OF OTWITHSTANDING ANY REQUIREMENT, TE SUED OR MAY PERTAIN, THE INSURANCE	RM C	R CC	NOTION OF ANY CONTRACT BY THE POLICIES DESCRIB	OR OTHER DO	CUMENT WITH	RESPECT TO WHICH THIS CE	RTIFICA'	TE MAY BE	
INSR LTR	JCH POLICIES. LIMITS SHOWN MAY HAVE E TYPE OF INSURANCE				POLICY EFF	POLICY EXP				
LTR		INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS			
	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			6041587	04/30/2024	04/30/2025	DAMAGE TO RENTED PREMISES IFA OCCURRENCE		\$1,000,000 \$100,000	
А							MED EXP (Any one person)		EXCLUDED	
		Υ	Υ				PERSONAL & ADV INJURY		\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		\$2,000,000	
	X POLICY PRO-						PRODUCTS & COMP/OP AGG		\$2,000,000	
	OTHER:									
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT [Ea accident]		\$1,000,000	
А	X ANY AUTO		Υ	6041587	04/30/2024	04/30/2025	BODILY INJURY (Per Person)			
	OWNED AUTOS ONLY SCHEDULED AUTOS	Υ					BODILY INJURY (Per Accident)			
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE			
	70100 0NE1						III III PECILORIU			
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE		\$5,000,000	
Α	EXCESS LIAB CLAIMS-MADE	Υ	Υ	6041588	04/30/2024	04/30/2025	AGGREGATE		\$5,000,000	
	DED RETENTION									
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YIN	//N	N	5041590	04/00/0004	0.4/00/0005	X PER STATUTE OTHER			
в	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L EACH ACCIDENT		\$500,000	
_	(Mandatory in NH) If yes, describe under		1	6041589	04/30/2024	04/30/2025	E.L DISEASE EA EMPLOYEE		\$500,000	
	DESCRIPTION OF OPERATIONS below						E.L DISEASE POLICY LIMIT		\$500,000	
)ESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES	4400	20.404							
	ATTACHED PAGE	(ACOI	(D 101)	maudulai remaiks schedule, may f	e auduled it more s	pace is required)				
									1	
CER	TIFICATE HOLDER	_			CANCELLATIO	ON NC				
_	167-4			191 0						
	TA COLLEGE			191 0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED					
	DELTA RD JERSITY CENTER, MI 48710-1001				BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
					ACCORDANCE WITH THE POLICY PROVISIONS.					
					AUTHORIZED REP	AUTHORIZED REPRESENTATIVE				
					AUTHORIZED REPRESENTATIVE					
						•	sweet concerns			

## ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE PART

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

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
  - Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
    - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
    - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
    - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
    - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
    - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
  - In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
  - 1. To "loss" which occurs prior to the date of your contract with such person or organization;
  - 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
  - 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

## BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE PART**

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

## ADDITIONAL INSURED - OWNERS, LESSEES OR **CONTRACTORS - AUTOMATIC STATUS WHEN** REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization 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:
  - 1. Your acts or omissions: or

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2. The acts or omissions of those acting on your

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

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. 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 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" "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 prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings specifications; or
  - b. 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 architectural, engineering or surveying services.

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Page 1 of 2

Policy Number: 6041587

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Delta College 1961 Delta Rd University Center, MI 48710-1001	See IL-F-40-00001
nformation required to complete this Schedule, if not sho	own above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
  - However:
  - 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - 2. 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.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

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:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:

Brothers Custom Engineering LLC 990 S Huron Rd Linwood, MI 48634-9502

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

## **IL-F-40-00001 Extension Endorsement**

Any Coverage Provided by This Endorsement Applies Only to Po: P0054475 Project: B Wing Dual Duct Terminal Unit Replacement 1961 University Drive University Center, MI. Additional Insureds Also Include: Delta College, its Elected and Appointed Officials, Employees, Students, Volunteers and Agents.

IL-F-40-00001 (06-10)

Policy Number: 6041587

Transaction Effective Date: 04/30/2024