

NON-NEGOTIABLE (If vendor cannot agree to terms and conditions bid will be deemed non-responsive)

CONTRACT

THIS AGREEMENT, is entered into on July 10, 2019,

BETWEEN the CITY OF BAY CITY, a Michigan Municipal Corporation, of 301 Washington Avenue, Bay City, Michigan 48708 ["CITY"], and **Do-All, Inc.**, of **1465 W. Center Road, Essexville, MI 48732**, ["CONTRACTING PARTY"].

The Project is: **Miscellaneous Maintenance Services.**

WITNESSETH:

The CITY and CONTRACTING PARTY agree as follows:

ARTICLE 1 **THE CONTRACT DOCUMENTS**

This Contract incorporates by reference the Bidding Documents as defined in the Instructions to Bidders, Quotation Request/Request for Proposals, which, with the other documents listed in this Agreement and Modifications issued after execution of this Agreement, form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No change or amendment shall be made hereto except by a writing signed by the parties hereto.

ARTICLE 2 **THE WORK OF THIS CONTRACT**

The CONTRACTING PARTY will perform the work and furnish the materials and equipment under the terms, conditions, covenants and agreements set forth in the Quotation Request/Request for Proposals, the Bidder's Proposal, the Contract, Addenda, Bonds, any drawings, plans and specifications, modifications, the Prevailing Wage Schedule (as applicable to state or federally aided projects), the Bidding Documents, as defined in the Instructions to Bidders, and according to the provisions of the Charter of the City, the Ordinances of the City, and applicable laws and regulations appertaining thereto.

ARTICLE 3 **EQUAL OPPORTUNITY**

The CONTRACTING PARTY covenants that neither it nor its subcontractors shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identify. Breach of this covenant

The Master of this agreement was prepared by the City's Legal Counsel, Allsopp Wackerly & Blossom, Attorneys and Counselors, P.C. Any alteration, change, deletion, or modification of the Master requires submittal to the City Attorney.

may be regarded as a material breach of this Contract, subject to section 66-54 of the Bay City Code of Ordinances.

ARTICLE 4
INDEPENDENT CONTRACTOR

The CONTRACTING PARTY is an independent contractor and not an employee, agent, partner or representative of the CITY.

ARTICLE 5
INDEMNIFICATION

To the fullest extent permitted by law and based upon its degree of fault the CONTRACTING PARTY shall defend, pay on behalf of, indemnify and hold harmless the City, its City Commission, officers, agents and employees from and against any and all claims, demands, suits, or loss, including all costs connected therewith (including reasonable attorneys' fees), and for any damages which may be asserted, claimed or recovered against or from the City, its City Commission, officers, agents and employees, arising out of, resulting from or caused by the performance of the work or furnishing of goods, machinery, equipment and machines, provided that such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury or damage to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or in part by any act or omission of the CONTRACTING PARTY, any subcontractor or supplier of the CONTRACTING PARTY, anyone directly or indirectly retained, consulted or employed by any of them or in privity with them, or anyone for whose acts any of them may be liable.

In any and all claims against the CITY or any of its officers, agents or employees by any employees of the CONTRACTING PARTY, any Subcontractor or Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTING PARTY or any Subcontractor or Supplier under worker's compensation acts, disability benefit acts or other employee benefit acts.

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees, officers or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

ARTICLE 6
BONDS, INSURANCES AND WARRANTIES

The bonding, insurance and warranty requirements set forth in the Instructions to Bidders are incorporated herein by reference thereto and made an integral part hereof. The failure to comply therewith shall give the CITY the right, without protest or remedy, to immediately suspend

the Contract, and any work thereunder, or in its sole discretion and without liability or penalty to terminate this Contract.

ARTICLE 7
DATE OF COMMENCEMENT AND COMPLETION

The date of commencement shall be the date of this Agreement, as first written above, or within ten (10) calendar days after date of a written Notice to Proceed.

The CONTRACTING PARTY shall complete the performances and Work set forth in the Contract Documents no later than **June 30, 2022**. Time shall be of the essence of this contract.

If the Work and/or this Contract extends past the fiscal year in which this Contract is approved by the CITY COMMISSION, then unless the CITY COMMISSION has approved a budget with sufficient funds to continue the Work into the next or subsequent fiscal year, this Contract shall terminate as of the last day of the fiscal year (i.e. June 30th) in which the CITY COMMISSION approved funding for the Contract. The CITY may also terminate this Contract for any reason on 7 days written notice to CONTRACTING PARTY.

In the event the CITY terminates this contract prior to the completion of the Work, and CONTRACTING PARTY is not in default or material breach of this Contract, then the CITY, in full satisfaction of this Contract, shall pay CONTRACTING PARTY to the extent that the Work has been completed through the date of termination.

ARTICLE 8
CONTRACT SUM

The CITY shall pay the CONTRACTING PARTY in current funds for the CONTRACTING PARTY's performance of the Contract the Contract Sum of
Columbus Avenue, Downtown, Midland Street Management Boards

Year 1

Sixteen and 53/100 (\$16.53) dollars per man hour

Twenty-four and 79/100 (\$24.79) dollars per man hour (overtime)

Year 2

Sixteen and 86/100 (\$16.86) dollars per man hour

Twenty-five and 29/100 (\$25.29) dollars per man hour (overtime)

Year 3

Seventeen and 15/100 (\$17.15) dollars per man hour

Twenty-five and 72/100 (\$25.72) dollars per man hour (overtime)

The Contract Sum is based upon the following alternatives, if any, which are described in the Bidder's Proposal and are hereby accepted by the CITY:

ARTICLE 9
PROGRESS PAYMENTS

If progress payments are to be made hereunder, they shall be based upon Applications for Payment submitted to the City Manager or his designee by the CONTRACTING PARTY, and Recommendations for Payment issued by the City Manager or his designee.

ARTICLE 10
FINAL PAYMENT

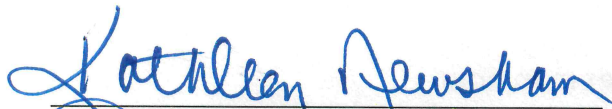
Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the CITY to the CONTRACTING PARTY when: (1) the Contract has been fully performed by the CONTRACTING PARTY and accepted by the CITY, except for the CONTRACTING PARTY's responsibility to satisfy other requirements, if any, which necessarily survive final payment; and (2) a recommendation for final payment has been issued by the City Manager or his designee; such recommendation for final payment shall be acted on by the CITY not more than thirty (30) days after the issuance of the City Manager's or his designee's recommendation for final payment.

ARTICLE 11
APPLICABLE LAW, JURISDICTION & VENUE

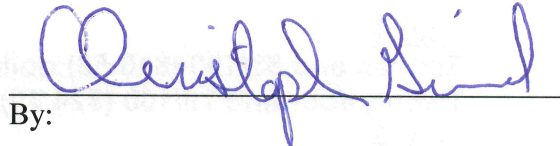
This Agreement and the performances, transactions, covenants and agreements set forth in or arising out of the Contract Documents and Work of this Contract shall be governed and interpreted by Michigan law. Any lawsuit arising directly or indirectly out of this Agreement will be litigated in the Circuit or District Court for Bay County, Michigan.

CITY OF BAY CITY

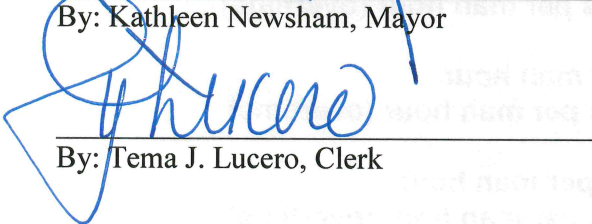
CONTRACTING PARTY:



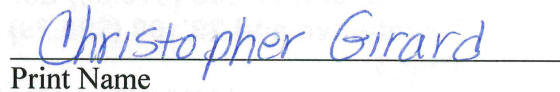
By: Kathleen Newsham, Mayor



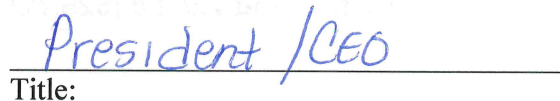
By:



By: Tema J. Lucero, Clerk



Print Name



Title:



July 15, 2019

Do-All, Inc.
1465 W. Center Avenue
Essexville, MI 48732

RE: Contract

Enclosed is an executed contract between the City of Bay City and Do-All, Inc. for miscellaneous maintenance services.

One original document has been retained in the City Clerk's Department for filing.

CITY OF BAY CITY

A handwritten signature in cursive script that reads "Jamie C. McFarland".

Jamie C. McFarland
Deputy City Clerk

Enclosure



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2019

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 Ieuter Insurance Group 414 Townsend Midland MI 48640	CONTACT NAME: PHONE (A/C, No, Ext): 989-835-6701 FAX (A/C, No): 989-835-2964 E-MAIL ADDRESS: certs@ieuter.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Michigan Millers Mutual INSURER B : United States Liability Ins Co INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 14508
INSURED Do-All, Inc. Chris Girard 1465 W Center Rd Essexville MI 48732	DOALL-1	

COVERAGES **CERTIFICATE NUMBER:** 1350323104 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	C0512245	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C0512245	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		C0512245	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	D & O		NDO1551077G	10/1/2018	10/1/2019	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
It is understood and agreed that the following shall be Additional Insureds: The City of Bay City, Michigan, and its elected and appointed officials, allemployees and volunteers, all boards and commissions and/or authorities and their board members, employees, and volunteers. As It relates to the work and obligations set forth in the contract, this coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether the other available coverage be primary, contributing or excess.

CERTIFICATE HOLDER City of Bay City 301 Washington Ave. Bay City MI 48708	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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	
Information required to complete this Schedule, if not shown 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", "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(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "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.

C. 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

2. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2019

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 Ieuter Insurance Group 414 Townsend Midland MI 48640	CONTACT NAME: PHONE (A/C, No, Ext): 989-835-6701 FAX (A/C, No): 989-835-2964 E-MAIL ADDRESS: certs@ieuter.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Michigan Millers Mutual INSURER B : United States Liability Ins Co INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 14508

COVERAGES **CERTIFICATE NUMBER:** 1350323104 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	C0512245	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C0512245	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		C0512245	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	D & O		NDO1551077G	10/1/2018	10/1/2019	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 It is understood and agreed that the following shall be Additional Insureds: The City of Bay City, Michigan, and its elected and appointed officials, allemployees and volunteers, all boards and commissions and/or authorities and their board members, employees, and volunteers. As it relates to the work and obligations set forth in the contract, this coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether the other available coverage be primary, contributing or excess.

CERTIFICATE HOLDER City of Bay City 301 Washington Ave. Bay City MI 48708	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	
Information required to complete this Schedule, if not shown 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", "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(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "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.

C. 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

2. 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.

