



**All States Construction, Inc.**  
All States Materials Group®

PO Box 91  
Sunderland, MA 01035  
413-665-7021  
www.asmg.com

April 5, 2021

Town of Henniker  
Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

Dear Sir or Madam:

We are pleased to submit the following proposal for Chip Seal Bid 2021.

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Western Ave. (from steel Bridge to Cote Hill Rd.) 6,800' x 22'	16,622 SY	\$ <u>4.70</u>	\$ <u>78,123.40</u>

All States Construction, Inc. is responsible for all signage and traffic control.

We guarantee that all materials supplied and work done shall comply with the State of New Hampshire Department of Transportation Standard Specifications for Highways and Bridges, as well as those of the Town of Henniker.

We hope the above will permit our being of service to you.

Very Truly Yours,

ALL STATES CONSTRUCTION, INC.

  
Alan L. Chicoine  
Vice President



Town of Henniker  
Request for Proposal  
Chip Seal Bid 2021

The Town of Henniker NH is inviting bid pricing for Asphalt Rubber chip seal miscellaneous roads in Henniker. Bid proposals must be on company letterhead clearly stating price and specifications. Bids must be sealed and marked, "Chip Seal 2021" and be delivered to Town of Henniker Town Hall 18 Depot Hill Road, Henniker NH 03242 by April 5, 2021 at 12:00 PM, when they will be opened publicly and read aloud. Contact person: Leo Aucoin, Highway Superintendent 603-428-7200.

Locations with approximate Footage:

1. Western Ave. from steel Bridge to Cote Hill Road –approx. 6800 ft.x 22 ft.

Certified traffic control personnel and signage to be provided by the contractor, with the understanding that emergency vehicles and school buses will not be delayed.

The Town of Henniker requests that the work be performed by the successful bidders own personnel. Any subcontractors must be pre-approved by the Road Agent.

Bid price proposals must be on company letterhead clearly stating the unit price per foot or yard. The bid price shall include all increases for the duration of the contract with a completion date no later than August 1, 2021. No request for increase in contract price shall be entertained by the Town of Henniker.

All work to be done under the direction of the Highway Superintendent. The Town of Henniker reserves the right to modify road lengths. Additional work may be added by the Town.

The contractor will be required to provide an insurance certificate confirming the following insurance coverage; worker's compensation insurance as required by the State of NH; broad-form comprehensive general liability insurance in the amount no less than \$ 1,000,000 combined single limit per occurrence; and motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in the amount no less than \$1,000,000 combined single limit per occurrence. The Town of Henniker shall be named as an additional insured on all policies.

✓

The Board of Selectmen reserves the right to reject all bids and issue a new Request for Bids if less than three bids are received. The Board of Selectmen also reserve the right at their sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest.

Bidders shall bid to specifications. However, deviation from specifications may be made but any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work; and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

The minutes of the meeting at which the selection is made shall indicate the bid selected and the factors upon which the selection was made. All major bids submitted must specify time frame of bid quote amount and must guarantee bid amount for a minimum of thirty (30) days from bid opening date. This requirement must be included in all advertisements and written specifications issued by the Town of Henniker. Any increase in cost estimates following bid award or signing of a contract shall be absorbed by the bidder.



**All States Construction, Inc.**  
All States Materials Group®

PO Box 91  
Sunderland, MA 01035  
413-665-7021  
www.asmg.com

## **ALL STATES CONSTRUCTION, INC., AND SUBSIDIARIES**

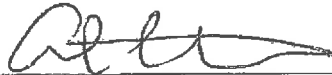
It is the continuing policy of All States Construction, Inc., and Subsidiaries to recruit and employ the best qualified individuals without regard to race, color, creed, religion, national origin, age, sex, sexual orientation, handicap or status as a disabled Vietnam era veteran as defined and required by federal and state laws and regulations.

Equal employment opportunity applies to all personnel actions including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ALL STATES CONSTRUCTION, INC., AND SUBSIDIARIES shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

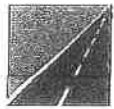
## NON-COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.



Alan L. Chicoine, Vice President

ALL STATES CONSTRUCTION, INC., AND SUBSIDIARIES



**All States Construction, Inc.**  
All States Materials Group®

PO Box 91  
Sunderland, MA 01035  
413-665-7021  
www.asmg.com

***ASPHALT RUBBER SURFACE TREATMENT  
REFERENCES***

Town of Yarmouth, MA	Highway Department 507 Buck Island Road South Yarmouth, MA 02673 Rob Angell \$ 859,349.46 / 2018	774.207.8090
Town of Northfield, MA	Highway Department 69 Main Street Northfield, MA 01360 Tom Walker \$ 141,729.84 / 2016	413.498.5117
Town of Meredith, NH	Highway Department 347 Daniel Webster Highway Meredith, NH 03253 Mike Faller \$ 362,141.00 / 2017	603.279.4538
Town of Southington, CT	Highway Department 1 Della Bitta Drive Plantsville, CT 06479 Annette Turnquist \$ 1,090,936.50 / 2017	860.276-9430
Town of Charlestown, RI	Public Works Department 4540 So. County Trail Charlestown, RI 02813 Alan Arsenault \$ 145,723.20 / 2019	401.364.1230
Town of Sunderland, MA	Highway Department 12 School Street Sunderland, MA 01375 George Emery \$ 138,953.27 / 2016	413.665.1460



**ASPHALT RUBBER EQUIPMENT**

<b><u>Description</u></b>	<b><u>Year</u></b>	<b><u>Make</u></b>	<b><u>Model/Serial #</u></b>
Chip Spreader	2011	Etnyre	K6635
Chip Spreader	2015	Etnyre	K6932
Chip Spreader	2019	Etnyre	K7317
Flowboy	1999	MACK	RD688S039565
Flowboy	2016	MACK	GU713027208
Flowboy	2002	MACK	CV713001180
Flowboy	2016	MACK	GU713027209
Flowboy	2016	MACK	GU713027209
Distributor	2013	MACK	GU713016763
Distributor	2019	MACK/BEARCAT	GU713041686
Distributor	2017	MACK/BEARCAT	GU81303629
10 Ton Rubber Roller	1988	Hyster/C530	A91C3947J
10 Ton Steel Roller	1999	CAT	9XL00227/5HK6926
Pneumatic Roller	2014	CAT	LTJ00219
Pneumatic Roller	2016	BOMAG	BW11RH-5
Loader	2006	Kamatsu	68238

**All Equipment is OWNED and not leased or rented.**



**All States Construction, Inc.**

All States Materials Group®

PO Box 91  
Sunderland, MA 01035  
413-665-7021  
www.asmg.com

**CORPORATION CERTIFICATE TO ACTION**

I, **Heather Whittier**, do hereby certify:

THAT I am the Assistant Secretary of All States Construction, Inc., and Subsidiaries, a Massachusetts Corporation having its usual place of business in Sunderland, Massachusetts;

THAT pursuant to prior authority granted by the Directors of All States Construction, Inc., and Subsidiaries, pursuant to Massachusetts General Laws Chapter 156B, Section 59, the following continuing and durable power and authority has been

VOTED: That **Richard J. Miller**, or **Alan L. Chicoine**, or **James P. Tudryn**, or either of them, is authorized and empowered to alone, make, enter into, sign, seal, and deliver on its behalf, all bids, offers, and resulting contracts and agreements on behalf of the Corporation and lawfully obligate it in connection therewith.

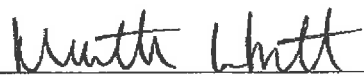
I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed, and is in full force and effect as of this date; and that the said **Richard J. Miller**, **Alan L. Chicoine** and **James P. Tudryn** remain as authorized agents of the Corporation for such purposes, without exception.

Seal

ATTEST:

April 5, 2021

Date

  
Assistant Secretary – Heather Whittier





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

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> Reagan Insurance 8 E Main Street P O Box 191 Marcellus NY 13108	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 315-873-2094      FAX (A/C, No.): 315-673-1121 E-MAIL ADDRESS: certificates@reagancompanies.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> All States Construction, Inc. & Subsidiaries 325 Amherst Rd., P.O. Box 91 Sunderland MA 01375	ALLSTAT-02	INSURER A: Old Republic Insurance Company      24147
		INSURER B: Hanover Insurance Companies      22292
		INSURER C: Old Republic (Captive)      24147
		INSURER D:
		INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 2117206730

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	
C	<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 checked="" type="checkbox"/> LOC OTHER:	Y	Y	MWZY311428 21	2/1/2021	2/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 400,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB311429 21	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Pet accident)	\$
							Hired Phys Dmg	\$ 150,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	MWC311427 21	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented Equipment			RHS875076314	2/1/2021	2/1/2022	\$850,000	Ded. \$2,500
B	Installation Coverage			RHS875076314	2/1/2021	2/1/2022	\$1,000,000	Ded. \$1,000

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

General Liability: Additional insured is on a primary and non-contributory basis, including on-going and products completed operations coverage as required by written contract.

Automobile: Additional insured is on a primary and non-contributory basis as required by written contract

\*MCS90 endorsement applies

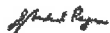
Waiver of subrogation is included on the General Liability, Auto, and Workers Compensation policies as required by written contract

Auto Hired Physical Damage Deductibles \$250 Comp / \$500 Collision

\*Workers Compensation: NY, CT, DE, FL, MA, ME, NH, NJ, PA, RI, TX, VT

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Town of Henniker Town Hall 18 Depot Hill Road Henniker NH 03242	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.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Reagan Insurance		NAMED INSURED All States Construction, Inc. & Subsidiaries 325 Amherst Rd., P.O. Box 91 Sunderland MA 01375	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is named as an additional insured on the General Liability and Auto Liability policies.  
 Project: Chip Seal Bid 2021

**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 required by written contract or agreement	All locations
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20-37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## 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
All persons or organizations when required by written contract or agreement	All completed operations
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" 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
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

## ADDITIONAL INSURED – VENDORS

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) (Vendor)	Your Products
All persons or organizations when required by written contract	The products as specified in the written contracts or agreements
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.
- However:
1. The insurance afforded to such vendor only applies to the extent permitted by law; and
  2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:**
1. The insurance afforded the vendor does not apply to:
    - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b. Any express warranty unauthorized by you;
    - c. Any physical or chemical change in the product made intentionally by the vendor;
    - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to Section III - Limits Of Insurance:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

**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  
LIQUOR 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.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**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:

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

**SCHEDULE**

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

All persons or organizations as required by written contract or agreement

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

The following is added to Paragraph B, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by Us applies only to the extent that the Insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS FORM APPLIES IN: MA

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

**Name of Person(s), or Organization(s):**

All persons or organizations as required by written contract or agreement

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

Each person or organization shown in the Schedule is an "insured" for **COVERED AUTOS LIABILITY COVERAGE**, but only to the extent that the person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in the Coverage Form.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 01 10 13

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

## **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

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.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

<b>Insurance Company:</b> Old Republic Insurance Company	
<b>Policy Number:</b>	<b>Effective Date:</b>
<b>Expiration Date:</b>	
<b>Named Insured:</b>	
<b>Address:</b>	
<b>Additional Insured (Lessor):</b> The lessor when required by written contract to be added as an Additional Insured	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b> Any auto you lease under a written lease agreement with a term of six months or more	

Coverages	Limit Of Insurance
<b>Covered Autos Liability</b>	\$ 1,000,000 Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See PCA 050 Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See PCA 050 Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

**Name of Person or Organization:**

All persons or organizations as required by written contract or agreement

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

POLICY NUMBER:

**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 anyone not named in the Schedule.

**SCHEDULE**

**BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT**

DATE OF ISSUE:

1983 National Council on Compensation Insurance.

INSURED COPY