

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2025

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 Alliant Insurance Services, Inc. 7108 Fairway Drive, Suite 325	CONTACT NAME: Certificate Center PHONE (A/C, No, Ext): 561.214.6366 (A/C, No):				
Palm Beach Gardens, FL 33418	E-MAIL ADDRESS: clarkcerts@alliant.com				
	INSURER(S) AFFORDING COVERAGE				
	INSURER A: ACE American Insurance Company	22667			
INSURED	INSURER B: ACE Property & Casualty Insura	20699			
Guy F. Atkinson Construction, LLC 707 South Grady Way Suite 500	INSURER C: Indian Harbor Insurance Compan	36940			
Renton, WA 98057	INSURER D: XL Insurance America, Inc.				
	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 1515699304 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.

	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)	LIMIT	S
Α	Х	CLAIMS-MADE X OCCUR	Υ	Y	HDOG48982517	6/1/2025	6/1/2026	EACH OCCURRENCE DAMAGE TO RENTED	\$2,000,000
	X	GET III III III III GOOGIN						PREMISES (Ea occurrence)	\$1,000,000
		Contractual Liab						MED EXP (Any one person)	\$ 10,000
	X	X,C,U Cov						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY	Υ	Υ	ISAH08888735	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								·	\$
В		UMBRELLA LIAB X OCCUR	Υ	Υ	XCQ G7180673A 006	6/1/2025	6/1/2026	EACH OCCURRENCE	\$8,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$8,000,000
		DED RETENTION\$						AL OCC/AGG	\$5,000,000
A		RKERS COMPENSATION EMPLOYERS' LIABILITY		Y	WLRC7279414A WCUC72794187	6/1/2025 6/1/2025	6/1/2026 6/1/2026	X PER OTH- STATUTE ER	
^`	ANYF	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		WC0C72794167	0/1/2023	0/1/2020	E.L. EACH ACCIDENT	\$ 2,000,000
	(Man	idatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$2,000,000
D	Profe	ess Liability essional Liability & ution Liability	Y Y	Y Y Y	US00118091LI25A CEO742173201	6/1/2025 6/1/2025	6/1/2026 6/1/2026	\$15,000,000 Per Occ \$25,000,000 Per Claim \$25,000,000 Per Claim	\$15,000,000 Agg \$25,000,000 Agg \$25,000,000 Agg
1									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: 24092A1, SR167/SR 161 to SR 41- Rebuild Interchange Project, Contract XE3476

CERTIFICATE HOLDER	CANCELLATION
City of Puyallup	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
333 S. Meridian Puyallup WA 98371	AUTHORIZED REPRESENTATIVE

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Clark Construction Group, LLC			Endorsement Number
Policy Symbol Policy Number Policy Period H08888723 06/01/2025 TO 06/01/2026		Effective Date of Endorsement	
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

Additional Insured(s): Any person or organization whom you have agreed or are required to include as an additional insured under a written contract, agreement or permit, provided such contract, agreement or permit was executed or agreed upon prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

DA-9U74c (03/16) Page 1 of 1

COMMERCIAL AUTO CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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.

A. The following is added to the Other Insurance
Condition in the Business Auto Coverage Form
and the Other Insurance – Primary And Excess
Insurance Provisions in the Motor Carrier
Coverage Form and supersedes any provision to
the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "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 such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "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 such "insured".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Clark Construction Group, LLC			Endorsement Number
Policy Symbol	Policy Number H08888723	Effective Date of Endorsement	
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIERS COVERAGE FORM AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

DA-13115a (06/14) Page 1 of 1

POLICY NUMBER: HDO G48982505 001

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

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		
Any person or organization whom you have agreed or are required to include as an additional insured under a written contract, agreement or permit, provided such contract, agreement or permit was executed or agreed upon prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract, agreement or permit.		
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:

- 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.

POLICY NUMBER: HDO G48982505 001

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

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			
Any person or organization whom you have agreed or are required to include as an additional insured under a written contract, agreement or permit, provided such contract, agreement or permit was executed or agreed upon prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract, agreement or permit.			
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:

- 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 shown in the Declarations;

whichever is less.

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

OTHER INSURANCE AMENDED - ADDITIONAL INSUREDS WITH PRIMARY AND NON-CONTRIBUTORY

Named Insured Clark Cons	truction Group, LLC		Endorsement Number
Policy Symbol HDO	Policy Number G48982505 001	Effective Date of Endorsement 06/01/2025	
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The policy is amended at **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, condition **4. Other Insurance** by adding the following to paragraph **b.(1)(a)**:

(v) That is available to an additional insured, in which the additional insured on this policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where this policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

POLICY NUMBER: HDO G48982505 001

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): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

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 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.

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number	
CLARK CONSTRUCTION GROUP, LLC		
	Policy Number	
	Symbol: WLR Number: C72794163	
Policy Period	Effective Date of Endorsement	
06-01-2025 TO 06-01-2026	06-01-2025	
Issued By (Name of Insurance Company)	<u> </u>	
ACE AMERICAN INSURANCE COMPANY		
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.		
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.		

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.