

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the CITY OF ALAMEDA, a municipal corporation (“**the City**”), and **W. BRADLEY ELECTRIC, LLC.**, a Limited Liability Company whose address is **90 HILL ROAD, NOVATO, CALIFORNIA 94945**, (“**Contractor**”), in reference to the following:

### RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the City’s Charter.
- B. The City is in need of the following services: Traffic Signal Upgrades Project. City staff issued plans and specifications on December 9, 2025, after a submittal period of thirty-five days received seven (7) of timely submitted bids, and the bids were opened on Tuesday, January 13, 2026. Staff reviewed the bids and selected the lowest responsive and responsible bidder.
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement, and desires to perform and assume responsibility for those services on the terms and conditions described herein. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by this Agreement.
- D. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- E. Whereas, the City Council authorized the City Manager to execute this agreement on March 17, 2026.
- F. The City and Contractor desire to enter into an agreement for the Traffic Signal Upgrades Project, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. **TERM:**

Contractor shall have Forty-five (45) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion. This term is extended by said number of consecutive working days pursuant a Change Order granting any extension per Project No. 07-24-18 Specifications General Requirements Section 5-7.2.

**2. SERVICES TO BE PERFORMED:**

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with the Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. Contractor acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Contractor to perform all tasks included therein.

**3. COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit A and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of the City.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is \$568,560, with a ten percent contingency in the amount of \$57,000 for a total not to exceed of \$710,844.00. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall, as determined by the City, make prompt and regular incremental acceptances of portions of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted by the City, including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving (a) late payment or nonpayment by the prime contractor, (b) deficient subcontractor performance, or (c) noncompliance by a subcontractor with the contract, including but not limited to remedies under California Public Contract Code Section 9204. This clause applies to both DBE and non-DBE subcontractors.

**4. TIME IS OF THE ESSENCE:**

Contractor and the City agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to this Agreement that if all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in Paragraph 1 above, damage will be sustained by the City, and it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that Contractor will pay the City the sum of ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00) per day as liquidated damages for each and every day's delay beyond the time prescribed to complete the work; and Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if the City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge Contractor, its successors, heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts in good faith and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

**5. STANDARD OF CARE:**

Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Contractor further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Contractor further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under

this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Contractor and shall not be re-employed to perform any further services under this Agreement.

**6. INDEPENDENT PARTIES:**

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services and work. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from the City to Contractor, its employees, subcontractors, suppliers or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor. Any personnel performing the services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend (with counsel acceptable to the City) and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable employer/employee conduct, neither Contractor nor Contractor's employees, agents, subcontractors or suppliers shall harass or discriminate against any job applicant, City employee, or any person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to race, religious creed, color, national origin, ancestry, disability (both mental and physical), including HIV and AIDS, medical condition (e.g., cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor agrees that any violations of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Agreement or out of the

operations conducted by Contractor even if the City is found to have been negligent. If the Claims filed against Indemnites allege negligence, recklessness or willful misconduct on the part of Contractor, Contractor shall have no right of reimbursement against Indemnites for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Contractor. Contractor shall not have any obligations to indemnify Indemnites if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

As to Claims for professional liability only, Contractor’s obligation to defend Indemnites (as set forth above) is limited as provided in California Civil Code Section 2782.8.

Contractor’s obligation to indemnify, defend and hold harmless Indemnites shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Contractor shall furnish City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10.b. (1) through (5). Such certificates, which do not limit Contractor’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda, Attention: Risk Manager.”

Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates.

**b. COVERAGE:**

Contractor shall maintain insurance coverage and limits at least as broad as:

- (1) Workers’ Compensation:  
Statutory coverage as required by the State of California.
- (2) Liability:  
Commercial general liability coverage in the following minimum limits:
 

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence  
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(5) Builders Risk:

Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to the Contractor; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City.

c. SUBROGATION WAIVER:

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Contractor's name or as an agent of Contractor and shall be compensated by Contractor for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Contractor are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City's Risk Manager:

A. Faithful Performance: A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials: A bond for labor and materials in the amount of 100% of the total contract price.

Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to budget for the bond premiums.

**12. PROHIBITION AGAINST TRANSFERS:**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, Contractor's claims for money from the City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to the City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the entity.

**13. SUBCONTRACTOR APPROVAL:**

Unless prior written consent from the City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of the City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

**14. PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services and work hereunder.

**15. REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the City.

Contractor shall, at such time and in such form as the City may require, furnish reports concerning the status of services and work required under this Agreement.

**16. RECORDS:**

Generally, the City has the right to conduct audits of Contractor's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of services and work under this Agreement.

Contractor shall maintain adequate records of services and work provided in sufficient detail to permit an evaluation of services and work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the City or its designees, and gives the City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Cody Lim,  
Ph: (510) 747-7939 / Email: [clim@alamedaca.gov](mailto:clim@alamedaca.gov)

All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

W. Bradley Electric, LLC.

90 Hill Road

Novato, CA 94945

ATTENTION; ~~Yaw Yiadom, Project Manager~~

Ph: (415) ~~818-1400~~ / Mobile: ~~415-827-5246~~

Email: ~~vviadom@wbeinc.com~~

Tim Wolf, Division Manager

415-898-1400/415-850-2001

twolf@wbeinc.com

**18. SAFETY:**

Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and work under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor will comply with all safety provisions in conformance with U.S. Department of Labor standards, Cal/OSHA requirements Act, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

Contractor shall immediately notify the City's Risk Manager within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Contractor shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**20. HEALTH AND SAFETY REQUIREMENTS.**

Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements,

including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

## **21. PREVAILING WAGES:**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Contractor's request, shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

## **22. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:**

a. For purposes of Sections 22 through 24 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

c. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the

provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: <https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, Section 16451(d).)

e. The project that is governed by this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

f. In executing this Agreement, Contractor acknowledges and agrees that the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **23. HOURS OF LABOR:**

As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any subcontractor on any subcontract under this Agreement, upon the work or upon any part of the work contemplated by this Agreement, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work, provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor shall pay the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor, or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions

of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

#### **24. APPRENTICES:**

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor under it on contracts greater than \$30,000 or 20 working days. Contractor and any subcontractor under it shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

#### **25. LABOR DISCRIMINATION:**

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

#### **26. REGISTRATION OF CONTRACTORS:**

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

**27. URBAN RUNOFF MANAGEMENT:**

Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, Contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site.)
- b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code Section 13385.

**28. COMPLIANCE WITH MARSH CRUST ORDINANCE (NOT USED):**

**29. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY (NOT USED):**

**30. PURCHASES OF MINED MATERIALS REQUIREMENT:**

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to the City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

**31. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE:**

Contractor, shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the California Air Resources Board regulations including, without limitation, Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("CARB Regulations").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, Certificates of Reported Compliance, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the CARB Regulations upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with complying with the CARB Regulations as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the CARB Regulations. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the CARB Regulations.

**32. TERMINATION:**

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Contractor from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may terminate the Agreement forthwith by giving to Contractor written notice thereof.

The City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

**33. ATTORNEYS' FEES AND COSTS:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**34. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:**

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via

registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

**35. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**36. ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from the City to do otherwise.

**37. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**38. INTEGRATED CONTRACT:**

Subject to the language of Section 43, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Contractor.

**39. INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

**40. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**41. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**42. SIGNATORY:**

By signing this Agreement, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**43. CONTROLLING AGREEMENT:**

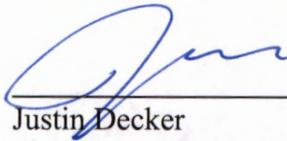
In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

W. BRADLEY ELECTRIC, LLC.  
a limited liability company

CITY OF ALAMEDA,  
a municipal corporation



Justin Decker  
Chief Executive Officer

Adam Politzer  
Interim City Manager

RECOMMENDED FOR APPROVAL



Liz Hartmann  
VP of Field Operations

Signed by:



Erin Smith  
Public Works Director

Contractor License No. 1114449  
DIR No. 1001131257

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:



Len Aslanian  
Assistant City Attorney

BIDDER: W. Bradley Electric, LLC

PROPOSAL FOR PW 07-24-18

**5 BID PROPOSAL TO THE CITY OF ALAMEDA**

NAME OF BIDDER W. Bradley Electric, LLC

BUSINESS ADDRESS 90 Hill Road

CITY, STATE, ZIP Novato, CA 94945

TELEPHONE NO: AREA CODE ( 415 ) 898-1400

The Work for which this proposal is submitted is for construction in accordance with the Contract Documents.

The Project plans for the Work to be done were approved and are entitled:

**Traffic Signal Upgrades Project**  
**PW NO. 07-24-18**  
CITY OF ALAMEDA  
ALAMEDA COUNTY, CALIFORNIA

Bids are to be submitted for the entire Work. The amount of the bid for comparison purposes will be the total of bid items, including revocable bid items.

Bid    bond or check. Accompanying this proposal is    **Bid Bond**, [Insert: Cash \$  , Cashier's Check, Certified Check, or Bidder's Bond, as the case may be] in an amount equal to at least 10% of the total of the bid.

Execution within ten days. The Bidder agrees to execute the required contract(s), with necessary bonds, within ten calendar days of notification that the City has accepted the bid and the contract is ready for signature. If the Bidder fails to do so, the City may, at its option, determine that the Bidder has abandoned the contract. The penalty for default is forfeiture to the City of Alameda of the proceeds of the proposal guarantee accompanying this bid.

Addenda. This proposal is submitted to include the changes to the Contract Documents as Addendum numbers    1 & 2   . [Fill in if addenda have been issued.] If addenda issued, print, sign and date each addenda and include with this bid proposal.

Warning. If the City has issued an addendum or addenda, the City may reject this Proposal if all addenda are not noted above as being received by the Bidder.

License. The Bidder is licensed in accordance with the State of California Contractor's License Law.

License No. 1114449

BIDDER: W. Bradley Electric, LLC

PROPOSAL FOR PW 07-24-18

Class C-10, B A

Expiration Date 12/31/2027

Bidder's status. If an individual, so state. If a firm co partnership, state the firm name and give the names of all individuals or copartners composing the firm. If a corporation, state legal names of corporation and also names of President, Secretary, Treasurer and Manager.

The names of all persons interested in the Bid Proposal as principals are as follows:

[ Note: If Bidder or other interested person is a corporation, state legal name of the corporation, also names of the president, secretary, treasurer, and manager; if a co-partnership, state name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. Use additional pages if necessary.]

Justen Decker, CEO

Aaron Cohen, CFO

Documents included in Bid Proposal and Schedule. The following are attached and included in the Bid Proposal and Schedule:

- € 5 Bid Proposal
- € 5-1 Bid Schedule
- € 5-2 Proposed Subcontractor Form
- € 5-3 Equal Opportunity Employment Certification – **NOT USED**
- € 5-4 Non-collusion Declaration
- € 5-5 Questionnaire to General Contractors
- € 5-6 Bidder's Statement of Financial Responsibility, Technical Ability and Experience
- € 5-7 Bidder's Bond
- € 5-8 Bidder's Request for Material Substitution
- € 5-9 Guaranty
- € 5-10 Executed Agreement to be Bound to Project Stabilization Agreement – **NOT USED**

Signature. Under penalty of perjury, I declare that to the best of my knowledge and belief: the representations made in these Bid Documents are true, correct and complete.

SIGNATURE OF BIDDER 

Print or Type Name, Address and Telephone Number:

Aaron Cohen 90 Hill Road Novato, CA 94945 415-898-1400

DATED: January 9th, 2026



**BIDDER: W. Bradley Electric, LLC**

**PROPOSAL FOR PW 07-24-18**

**Entire Work.** Bids are required for the entire Work, including the alternative bid items if any. The amount of the bid for the purposes of the award will be the total of the amount of all the base bid items. The City will determine which additional alternate(s), if any, will be awarded. All items are based on an "in place" condition.

**Item price and total.** The Bidder shall set forth for each unit basis item of Work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

**Discrepancies.** In the case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "total" column, then the amount set forth in the "total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

**Quantities.** The foregoing quantities are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of Work will correspond with the quantities, but reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit any portion(s) (this includes complete base bid items) of the Work, as the Engineer deems necessary or advisable, at the contract price. Price negotiations on the contract prices are optional if the actual amount of Work is different from the above estimates by 25% or greater.

BIDDER: W. Bradley Electric, LLC

PROPOSAL FOR PW 07-24-18

5-2 PROPOSED SUBCONTRACTOR FORM

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the Project in excess of one half of one percent (.5%) of the prime Contractor's total bid. Per California PCC section 4104, for each subcontractor to perform work or labor or render service to the prime Contractor in or about the construction of the Project, the Bidder is required to state the name, location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code (noted as DIR No. in the table below). If no subcontractors, sign form with none listed and include form with Bid Proposal.

SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.
Tight Access Excavation	687105	6504 Orchard Station Rd Sebastopol Cal. 95472	Bore/Excavate	1000031948
Centerline Striping Company	499345	9847 Dino Dr ELK Grove Cal. 95624	Striping	1000004030
FBD Vanguard Construction Inc.	833032	550 Greenville Rd Livermore Cal. 94550	Concrete	1000008493

(This form may be duplicated if necessary to list additional subcontractors)

Signed:     *RL*

**BIDDER: W. Bradley Electric, LLC**

**PROPOSAL FOR ~~Exhibit~~ A**

**5-3 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – NOT USED**

Bidder W. Bradley Electric, LLC

Proposal for PW NO. 07-24-18

**5-4 NON-COLLUSION DECLARATION**

Title 23 United States Code section 112, and  
PCC section 7106

The undersigned declares:

I am the CFO of W. Bradley Electric, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted this bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 9th, 2026, at Novato (city), California.”



\_\_\_\_\_  
(Signature of representative of Bidder)

Bidder W. Bradley Electric, LLC

Proposal for PW NO. 07-24-18

**5-5 QUESTIONNAIRE TO GENERAL CONTRACTORS**

1. Bid depository or registry services. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?

YES [ ] NO [✓]

If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire.

2. Other source of subcontractors. Did you have any source of subcontractor bids other than bid depositories?

YES [ ] NO [✓]

3. Threats of boycott or other sanctions. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depository?

YES [ ] NO [✓]

If the answer to No. 4 is "yes," please explain the following details:

- a. Date:
- b. Name of person or group:
- c. Job involved (if applicable):
- d. Nature of threat:
- e. Additional comments (use additional paper if necessary):

4. Disqualification or removal. Have you, any officer of Bidder, or any employee who has a proprietary interest in Bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? If so, explain the circumstances. (PCC §10162.)

YES [ ] NO [✓]

5. Federal court action. No more than one final, un-appealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. (For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.) (PCC §10232.)

TRUE? [ ] No ✓

6. No convictions. Neither the Bidder nor any proposed subcontractor (nor the partner, member, officer, director, responsible managing officer, or responsible managing employee

Bidder W. Bradley Electric, LLC

Proposal for PW NO. 07-24-18

of either of them) has been convicted of any of the following offenses within the prior three years: fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract with any public entity. (PCC §10285.1.)

TRUE? []

7. Non-discrimination program. Bidder has developed a non-discrimination program, as required by Title 2 California Code of Regulations section 8104 (unless exempt under Section 8115). (2 Cal. Code Regs 8103.)

YES []                      NO [  ]

8. The Bidder and all subcontractors are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

TRUE []

9. Litigation. Please provide the following information on all state or federal litigation in which Bidder or any proposed subcontractor was a named party:

- a. Case name *SEE ATTACHED*
- b. Case location (including county and state for state litigation, or district for federal litigation)
- c. Year case was filed
- d. Whether case is pending or resolved

SIGNED: 

Please return this form with your bid proposal.



90 Hill Road Novato, CA 94945

Phone: (415) 898-1400 | Fax: (415) 898-5991

License #: 1114449

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**5-5 Questionnaire to General Contractors**

***9. Litigation. Please provide the following information on all state or federal litigation in with the Bidder or any proposed subcontractor was named a party.***

W. Bradley Electric, LLC ("WBE") filed mechanic lien claims for two projects for which WBE was not paid in full for its contracted work. In both cases, as is common in such cases, the contractor filed retaliatory cross-complaints alleging generic construction defects. Claim#1 below, included such cross-claims against dozens of subcontractors with no specific allegations against WBE or its work. WBE strongly believes the claims against it are without merit but is nonetheless required to defend them.

**Claim#1**

Project: Wong Development – Palo Alto 429 University new building construction

WBE Claim: W. Bradley Electric filed a complaint for breach of contract, prompt payment act, quantum meruit, account stated, and foreclosure of mechanics lien, for non-payment of services rendered and invoiced.

WBE Claim Date: 7/10/2023

Cross-claim against WBE filed by Steleco LLC, Kipling Post LP (owners) vs. all contractors and subcontractors on the project. The cross-claim was filed on 5/16/2024. Owners allege various damages against all contractors and subcontractors involved in the project. No specific claims have been made against WBE.

Court: Superior Court of CA, County of Santa Clara

Status: Pending

**Claim#2**

Project Name: TechFlow – Redwood City design-build charging stations for parking lot

WBE Claim: W. Bradley Electric filed a complaint for breach of contract, prompt payment act, open account, account stated, unjust enrichment, and foreclosure of mechanics lien, for non-payment of services rendered and invoiced.

WBE Claim Date: 11/15/2023

Cross-claim against WBE by Techflow (acting general contractor) on 12/18/2023. Techflow alleges various construction defects, which was not alleged prior to WBE filing the mechanics lien claim.

Court: Superior Court of CA, County of San Mateo, Southern Branch

Status: Pending

Bidder W. Bradley Electric, LLC

Proposal for PW NO. 07-24-18

**5-6 BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY TECHNICAL ABILITY AND EXPERIENCE**

The Bidder is required to state what work of a similar character to that included in the proposed contract the Bidder has successfully performed and give reference which will enable the City Council to judge his responsibility, experience skill, and business standing.

The Bidder shall have at least three years of experience as a licensed Contractor and shall submit with the bid a list of five similar installations in the Bay Area installed during the three-year period. At least three of the similar installations shall include work that included installations.

The Bidder shall submit with the bid proposal a statement of the work of a similar size and character to that included in the proposed contract which the Bidder has successfully performed.

Agency for Whom Work Was Done	Contact Name w/ Phone #	Project	Completion Date	Contract Price
City of Santa Clara	Huy Nguyen 408-615-4700	Ped push button upgrades. Install CCTV cameras	2025	\$752,362
City of Hayward	Mustafa Taha 510-583-4758	Traffic signal improvements	2024	\$993,428
City of Sunnyvale	Carmen Talavera 408-730-7522	Sunnyvale Signal Fiber Optic Communications Project TR-23-03	2024	\$702,859
City of Mountain View	Nick Young 650-966-1926	Churchill Ave at Alma St	2024	\$636,698
City of San Carlos	Evan Cai 650-802-4196	New traffic signal system	2024	\$345,652

SIGNED: 

Bidder W. Bradley Electric, LLC

Proposal for PW NO. 07-24-18

**4-7 BIDDER'S BOND**

We: W. Bradley Electric, LLC as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, are bound to the City of Alameda in the penal sum of ten percent (10%) of the total amount of the bid of the Principal, for the payment in United States dollars, to be made to the City of Alameda. We bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by this Bidder's Bond. In no case shall the liability of the surety under this bond exceed \$ 10% of Bid Amount. Bid: This bond is based on the fact that the Principal has submitted a bid to the City of Alameda for certain construction specifically described as TRAFFIC SIGNAL UPGRADES PROJECT PW No. 07-24-18

The bids are to be opened at City Hall West, Alameda, California on January 13, 2026

NOW, THEREFORE,

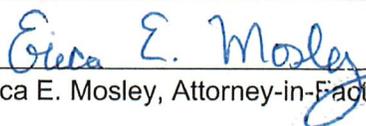
- a) If the bid is rejected or awarded to another bidder, then this obligation is void.
- b) If the Principal is awarded the contract and, within the time and manner required under the Contract Documents enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be void; otherwise, it remains in effect.
- c) The Surety agrees that its obligations and those of the bond shall not be impaired or affected by any extension of the time within which the City of Alameda may accept the bid; and the Surety here waives notice of any such extension.
- d) If the City brings suit on this bond, the surety shall pay reasonable attorney's fees and costs incurred by the City, in addition to the bond amount.

Signatures. We have executed this Bidder's Bond (and seals) on January 6, 2025.

W. Bradley Electric, LLC (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

 (SEAL)

 (SEAL)  
Erica E. Mosley, Attorney-in-Fact

90 Hill Road, Novato, CA 94945

1299 Zurich Way, Schaumburg, IL 60196-1056

PRINCIPAL ADDRESS

SURETY ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

SURETY COMPANY ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF WASHINGTON  
COUNTY OF Pierce

On January 6, 2026, before me, the undersigned, a Notary Public in and

for the State, personally appeared Erica E. Mosley,  
known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within  
instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known  
to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said  
corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as  
Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing  
paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Signature: [Signature]  
, Notary Public for the State of Washington.



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin )

On January 8th, 2026 before me, Orin Brown, Notary Public  
(insert name and title of the officer)

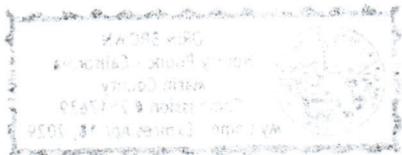
personally appeared Aaron Cohen,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Orin Brown* (Seal)





ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Teri L. KOEHLER, Erica E. MOSLEY, Brian T. MURPHY, Maria J. HILL of Walnut Creek, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2025.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 15th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison  
Notary Public  
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6<sup>th</sup> day of January, 2026.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

Bidder W. Bradley Electric, LLC

Proposal for PW NO. 07-24-18

**5-8 BIDDER'S REQUEST FOR MATERIAL SUBSTITUTION**

The Bidder has 15 calendar days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item(s). (See Bid Documents, Section 3-5.) A request for a substitution of material must be identified on this sheet and submitted as part of the Bid Proposal. If no material substitution requests, leave the table blank, sign the form and submit with bid.

The Bidder here submits a list of substitute material for consideration as "an equal".

Trade Name/Model or Catalog Number as Specified in Special Provisions	Substitute Trade Name/Model or Catalog Number
None	

Signed: 

Bidder W. Bradley Electric, LLC

Proposal for PW NO. 07-24-18

**5-9 GUARANTEE**

**CITY OF ALAMEDA**

A. The Bidder guarantees the construction and installation all of the Work included in this Project.

B. If within 12 months after the City accepts the Work under the Contract:

- (a) any of the materials or equipment prove defective; or
- (b) the Work as a whole proves defective due to faulty workmanship, material furnished or methods of installation; or
- (c) the Work or any part of it fails to operate properly as originally intended and in accordance with the Contract Documents;

the Bidder/Contractor agrees to the following:

- 1. to reimburse the City, upon demand, for its expenses incurred in restoring the Work to the condition contemplated in the Project, including the cost of any equipment or materials replaced and the cost of removing and replacing any other Work necessary to make the replacement or repairs; or
- 2. upon demand by the City, to replace any such material and to repair the Work completely without cost to the City so that the Work will function successfully as originally contemplated.

C. The City has the unqualified option to make any needed replacements or repairs itself or to have those replacements or repairs done by the Bidder/Contractor. If the City chooses to have the Work performed by the Bidder/Contractor, the Bidder/Contractor agrees that the Bidder/Contractor will make the repairs and furnish the materials as are necessary, within a reasonable time after City's demand. If Bidder/Contractor fails or refuses to comply with the Bidder/Contractor's obligations under this guaranty, the City is entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of that failure or refusal.



\_\_\_\_\_  
Bidder/Contractor

\_\_\_\_\_  
1/9/26

Date

Bidder W. Bradley Electric, LLC

Proposal for PW NO. 07-24-18

**5-10 AGREEMENT TO BE BOUND TO PROJECT STABILIZATION AGREEMENT**

**NOT USED**



## City of Alameda, California

January 7, 2026

TO: PROSPECTIVE BIDDERS

### TRAFFIC SIGNAL UPGRADES No. P.W. 07-24-18 ADDENDUM NO. 1

**Addendum No. 1** is hereby issued to make the following revision to the plans and specifications:

This addendum addresses questions received before 5pm on Tuesday January 6, 2026. The following bidder RFI responses are being provided for clarification.

- 1) **Question:** Project duration is 45 working days but material such as pedestals, poles, and signals take longer to procure. Will we be able to do the underground work and pause the days while we wait for the material?

**Response:** The City understands that procurement of certain materials such as pedestals, poles, and signals may take longer than the allotted 45 working days. Underground and hardscape work may proceed ahead of installation of signal equipment. Working days can be suspended after underground and hardscape work is complete while waiting for materials with longer procurement times.

- 2) **Question:** Some of the new pole locations look like they will be at the same location as the existing poles. Do you have a list of which poles are pole in places? Can you add a bid item for temporary poles and signals?

**Response:** Per the project plans, some of the new pole locations will likely be in the same location as the existing poles. These locations are listed below for a total of four pole locations:

- Plan Sheet TS-3 Traffic Signal Modification Broadway/Santa Clara Avenue: Northwest corner (Poles A&B)
- Plan Sheet TS-4 Traffic Signal Modification Broadway/Central Avenue: Southwest corner (Pole H), and Southeast corner (Pole F)

The cost for any temporary poles and signals shall be included in the lump sum price for the corresponding contract item. Refer to the updated description to Bid Item #3 – Traffic Control on Technical Specification page. 11 (Attachment #1) that states:

*“Traffic signal operations shall be maintained throughout construction, except when shut down is permitted. Temporary standards with signal equipment may be required during the construction of the new installation. The Contractor shall provide temporary equipment if deemed necessary by the Contractor or Engineer. The cost of the temporary systems shall be included in the lump sum price paid for the various contract items of work involved and no additional compensation shall be allowed therefor.”*



# City of Alameda, California

3) **Question:** Project manual (pg 151/260) says contractor shall supply and install street name signs but it is not listed on the drawings. How many signs are needed and where are they to be installed?

**Response:** All existing Street Name Signs are to remain. No new Street Name signs are proposed. Section 4.16 of the Technical Specifications has been updated to reflect this section not being used.

4) **Question:** Would it be possible to reduce the liquidated damages amount to \$500 per day?

**Response:** The liquidated damages amount (\$1,100 per day) is less than would be required using Caltrans standards. The City does not see a reason to decrease the liquidated damages amount further.

APPROVED: Brendin Christolear Digitally signed by Brendin Christolear  
DN: C=US, E=bchristolear@alamedaca.gov,  
O=City of Alameda, OU=Public Works,  
CN=Brendin Christolear  
Date: 2026.01.07 15:39:29-08'00' 1/7/2026  
Brendin Christolear Date  
 Supervising Civil Engineer

Receipt is hereby acknowledged of Addendum No. 1, PROJECT NAME - No. P.W.

W. Bradley Electric, LLC Aaron Cohen Date: 1/8/26  
Company Name / Contractor

By: 

**NOTE: THIS COMPLETE ADDENDUM, SIGNED AND DATED MUST BE RETURNED WITH YOUR BID.**

Attachments:

- 1) Updated Technical Specifications





# City of Alameda, California

Receipt is hereby acknowledged of Addendum No. 2, Traffic Signal Upgrades - No. P.W. 07-24-18

W. Bradley Electric, LLC  
Company Name / Contractor

Date: 1/12/26

By: [Signature]

**NOTE: THIS COMPLETE ADDENDUM, SIGNED AND DATED MUST BE RETURNED WITH YOUR BID.**

Attachments:

- 1) Updated Project Manual



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**WC 04 03 06  
(Ed. 04-84)**

**POLICY POLICY NUMBER: ZAWCI1053801**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **INCL** % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

**ANY PERSON OR ORGANIZATION WHERE  
WAIVER OF OUR RIGHT TO RECOVER IS  
PERMITTED BY LAW AND IS REQUIRED BY  
WRITTEN CONTRACT PROVIDED SUCH  
CONTRACT WAS EXECUTED PRIOR TO  
DATE  
OF LOSS.**

**ALL JOBS UNDER CONTRACT**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-1-25** Policy No. **ZAWCI1053801** Endorsement No.

Insured **W. BRADLEY ELECTRIC, LLC** Premium \$ **INCL.**

Insurance Company **ARCH INDEMNITY INSURANCE COMPANY**

Countersigned By \_\_\_\_\_

DATE OF ISSUE:

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

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
  - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

## COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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 ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) 50 feet long or less; and
  - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

**q. Unsolicited Communication**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**r. Access Or Disclosure Of Confidential Or Personal Information**

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**s. Asbestos**

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
  - (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**t. Employment-Related Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Or Used Prior To Policy Period**

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**f. Breach Of Contract**

"Advertising injury" arising out of a breach of contract.

**g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Intellectual Property**

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

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- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Unsolicited Communication**

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

**q. Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**r. Asbestos**

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

**s. Employment-Related Practices**

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

**COVERAGE C – MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**  
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**  
Excluded under Coverage A.

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**SUPPLEMENTARY PAYMENTS**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
  - (a) Owned, occupied or used by;
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
    - you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
    - (1) 50 feet long or less; and
    - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
  - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  - b. The insurance provided to such premises owner, manager or lessor does not apply to:
    - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
    - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS****1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;
      - (ii) A manager of any limited liability company;
    - (iii) An executive officer or director of any other organization; or
    - (iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or
  - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

##### b. Excess Insurance

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
    - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**d. Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
    - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (a) Appropriates a person's name, voice, photograph or likeness; or
      - (b) Unreasonably places a person in a false light; or
    - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
  - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
    - (1) Radio or television programming being transmitted;
    - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
    - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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- 10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 13. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
- 14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;

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**d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

**e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

**f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

**17.** "Occurrence" means:

**a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

**b.** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**18.** "Personal and advertising injury" means "personal injury" or "advertising injury".

**19.** "Personal injury":

**a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness; or
  - (b) Unreasonably places a person in a false light.

**b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

**20.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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**21. "Premises damage" means:**

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
  - (1)** Fire;
  - (2)** Explosion;
  - (3)** Lightning;
  - (4)** Smoke resulting from fire, explosion or lightning; or
  - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

**22. "Products-completed operations hazard":**

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1)** Products that are still in your physical possession; or
  - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a)** When all of the work called for in your contract has been completed.
    - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:
  - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**23. "Property damage" means:**

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**24. "Slogan":**

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
  - (1)** Any person or organization, other than you; or
  - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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- 25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27. "Title" means a name of a literary or artistic work.
- 28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30. "Your product":
  - a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31. "Your work":
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

## TRAVELERS ECP CUSTOM<sup>SM</sup> GENERAL PROVISIONS FORM

**THIS FORM APPLIES TO EACH OF THE TRAVELERS ECP CUSTOM<sup>SM</sup>  
COVERAGE FORMS THAT ARE PART OF YOUR POLICY.**

**ANY LIABILITY COVERAGE FORM THAT APPLIES ON A CLAIMS-MADE  
BASIS OR A CLAIMS-MADE AND REPORTED BASIS INCLUDES A  
NOTIFICATION TO THAT EFFECT.**

**FOR LIABILITY COVERAGE, DEFENSE EXPENSES ARE PAYABLE WITHIN,  
AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE, INCLUDING  
ANY ADDITIONAL DEFENSE EXPENSES LIMIT ADDED BY ENDORSEMENT,  
AND PAYMENT OF DEFENSE EXPENSES WILL REDUCE, AND MAY  
EXHAUST, THE LIMITS OF INSURANCE.**

**PLEASE READ THE ENTIRE FORM CAREFULLY.**

This form contains provisions that apply to each of "your ECP coverage forms". References to specific coverages in these provisions apply only to the extent that such coverage is included in "your ECP coverage forms". Various provisions in this form and "your ECP coverage forms" restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the "named insured". The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **IX** - Definitions in this form and the Definitions Section in "your ECP coverage forms".

### **SECTION I - COVERAGE**

#### **1. Defense**

- a. We will have the right and duty to defend the "insured" against any "claim" for "loss" to which the insurance provided under any liability coverage in "your ECP coverage forms" applies. However, we will have no duty to defend the "insured" against any "claim" for "loss" to which such insurance does not apply.

When the sum of all "loss" and "defense expenses" exceeds any applicable deductible, we will pay "defense expenses" to defend an "insured" against a "claim" for "loss" to which the insurance provided under any liability coverage in "your ECP coverage forms" applies. Payment of such "defense

expenses" will reduce certain limits of insurance under "your ECP coverage forms", and our right and duty to defend an "insured" ends when we have used up the applicable limit of insurance in the payment of "loss" or "defense expenses", including any combination of such payments.

- b. We may, at our discretion, investigate any act, error or omission or "pollution conditions", and we may settle any "claim" against any "insured". If such "claim" is for "loss" to which any Contractors Professional Liability Coverage applies, we may settle that "claim" only with the "insured's" written consent. However, if we notify the "insured" that we are willing to pay the amount of a proposed settlement of such "claim" and the "insured" does not consent to that proposed settlement, we will not pay more than the amount of that proposed settlement for the combined total of the following for such "claim":
  - (1) "Loss"; and
  - (2) "Defense expenses" incurred after the "insured" refused to give us such consent.
- c. When we have a duty to defend an "insured" against a "claim", we will work with you to select the legal counsel for that defense that is acceptable to both you and us. However, if we are unable to agree with you on the selection of such counsel, we retain the right to appoint such counsel, subject to applicable law.

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If the "insured" has the right to select the legal counsel for the defense under the applicable law and exercises such right:

- (1) The attorneys' fees and all other "defense expenses" we must pay to the "insured's" chosen counsel are limited to the rates we would actually pay to counsel that we retain in defense of similar claims in the location where the "claim" is being defended;
  - (2) We may require that such counsel meet certain minimum qualifications with respect to competency, including experience in defending such claims, and meet certain minimum requirements with respect to such counsel's errors and omissions insurance; and
  - (3) Upon request, that counsel will respond on a timely basis to our request for any and all information regarding the "claim".
- d. If we defend more than one "insured" against the same "claim" or "related" "claims", we have the right to require each such "insured" to be defended by the same legal counsel, unless the "insured" or such counsel establishes that a conflict of interest prevents such joint defense.
- e. We will have the right but not the duty to defend any "insured" with respect to:
- (1) Any "emergency response costs" to which the insurance provided under any of the following applies:
    - (a) Emergency Response Costs in any Contractors Pollution Liability Coverage; or
    - (b) Asbestos Emergency Response Costs in any Contractors Asbestos Pollution Liability Coverage; or
  - (2) Any "on-site pollution clean-up costs" to which the insurance provided under On-Site Pollution Clean-Up Costs in any Site Pollution Liability Coverage applies, if there is no "claim" for such costs.
- Payment of such "defense expenses" will reduce certain limits of insurance under "your ECP coverage forms".
- f. We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under:
- (1) Paragraph 3., **Right To Appeal A Judgement**, below; or

(2) Paragraph 3., **Supplementary Payments**, of SECTION I - **CONTRACTORS PROFESSIONAL LIABILITY COVERAGE** in any Contractors Professional Liability Coverage.

### 2. Exclusions Applying To All Coverages Provided Under Your ECP Coverage Forms

The following exclusions apply to all of "your ECP coverage forms" and are in addition to any exclusions contained in each such coverage form.

This insurance does not apply to:

#### a. Asbestos

- (1) "Loss" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos, asbestos fibers or products containing asbestos, by any "insured" or by any other person or organization.

For the purposes of any Contractors Asbestos Pollution Liability Coverage, this exclusion does not apply.

For the purposes of any Contractors Professional Liability Coverage, this exclusion does not apply if the "loss" is not caused or contributed to by the hazardous properties of asbestos.

For the purposes of any Non-Owned Disposal Site Pollution Legal Liability Coverage, this exclusion does not apply if the "asbestos pollution conditions" also are "contractor waste non-owned disposal site pollution conditions".

#### b. Claims By Insureds Against Insureds Or By Related Persons Or Organizations

"Loss" for which any "claim" is made by or on behalf of:

- (1) Any "insured" against any other "insured";

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- (2)** Any organization that any "insured":
  - (a)** Owns more than a 25% interest in; or
  - (b)** In whole or substantially:
    - (i)** Controls financially; or
    - (ii)** Manages or operates;
- (3)** Any organization, other than a partnership, joint venture or limited liability company, that has a director or "executive officer" who:
  - (a)** Owns more than a 25% interest in any "named insured"; or
  - (b)** In whole or substantially:
    - (i)** Controls financially; or
    - (ii)** Manages or operates; any "named insured";
- (4)** Any organization that is a partnership, joint venture or limited liability company and that has a partner or member who:
  - (a)** Owns more than a 25% interest in any "named insured"; or
  - (b)** In whole or substantially:
    - (i)** Controls financially; or
    - (ii)** Manages or operates; any "named insured"; or
- (5)** Any person who is:
  - (a)** An "employee", director, "executive officer", partner or member of any organization described in Paragraph **(2)**, **(3)** or **(4)** above; or
  - (b)** The spouse, child, parent, brother or sister of an "employee", director, "executive officer", partner or member of any organization described in Paragraph **(2)**, **(3)** or **(4)** above if the "claim" is made as a consequence of "loss", injury or damage sustained by that "employee", director, "executive officer", partner or member.

This exclusion does not apply if the "claim" is made for any obligation to share "loss" with, or repay someone else who must pay "loss", as a consequence of "loss", injury or damage sustained by a person or organization other than an "insured", an organization described

in Paragraph **(2)**, **(3)** or **(4)** above or a person described in Paragraph **(5)** above.

For the purposes of any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage, Paragraph **(1)** of this exclusion does not apply to any "claim" for "loss" that is made by or on behalf of any person or organization that is an "insured" under Paragraph **e.** of the definition of "insured".

For the purposes of any Contractors Indemnity For Design Professional's Liability Coverage and any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, Paragraphs **(2)**, **(3)** and **(4)** of this exclusion do not apply.

**c. Contract Liability**

"Loss" for which the "insured" has assumed liability under any contract or agreement.

This exclusion does not apply to "loss" for which the "insured" would have liability without the contract or agreement.

For the purposes of any Contractors Professional Liability Coverage, this exclusion does not apply to the "tort liability" of another to pay "loss" that is sustained by others if you have assumed such liability under an "insured contract", but only if the "loss" is caused by an act, error or omission or that:

- (1)** Results from the performance of, or failure to perform, "your contractor professional services" by you or on your behalf; and
- (2)** Was committed subsequent to the execution of the "insured contract".

For the purposes of any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage, this exclusion does not apply to the "tort liability" of another to pay "loss" that is sustained or incurred by others if you have assumed such liability under an "insured contract", but only if the "loss":

- (1)** Results from "pollution conditions" that:

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(a) Are caused, in whole or in part, by acts or omissions of any "named insured" or any of such "named insured's subcontractors" in the performance of "covered operations" by or on behalf of any "named insured"; and

(b) Commenced subsequent to the execution of the "insured contract"; and

(2) Does not arise out of any "pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by the person or organization you agreed to indemnify or by any of that organization's employees, and that was not previously disclosed to a "responsible person" prior to the execution of the "insured contract".

**d. Dishonest, Fraudulent, Knowingly Wrongful, Criminal Or Malicious Acts Or Omissions Or Intentional Non-Compliance**

"Loss" arising out of any:

(1) Dishonest, fraudulent, knowingly wrongful, criminal or malicious act or omission; or

(2) Intentional, knowing, willful or deliberate disregard of, or non-compliance with, any law, including any federal, state, provincial, tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive;

committed by or at the direction of:

(1) Any "insured"; or

(2) Anyone for whose acts any "insured" is legally responsible.

This exclusion does not apply to any "insured" who did not:

(1) Participate in committing, or direct the committing of, any such act, omission, disregard or non-compliance; or

(2) Have knowledge of any such act, omission, disregard or non-compliance.

**e. Employers Liability**

"Loss" because of "bodily injury" to:

(1) Any "employee" of the "insured", or its

parent corporation, subsidiary or affiliate, arising out of and in the course of:

(a) Employment by the "insured"; or

(b) Performing duties related to the conduct of the "insured's" business, or its parent corporation, subsidiary or affiliate's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that "employee", described in Paragraph (1) above.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity and to any obligation to share such "loss" with or repay someone else who must pay such "loss".

For the purposes of any Contractors Professional Liability Coverage, this exclusion does not apply to the "tort liability" of another to pay "loss" that is sustained by others if you have assumed such liability under an "insured contract", but only if the "loss" is caused by an act, error or omission:

(1) Results from the performance of, or failure to perform, "your contractor professional services" by you or on your behalf; and

(2) Was committed subsequent to the execution of the "insured contract".

For the purposes of any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage, this exclusion does not apply to the "tort liability" of another to pay "loss" that is sustained or incurred by others if you have assumed such liability under an "insured contract", but only if the "loss":

(1) Results from "pollution conditions" that:

(a) Are caused, in whole or in part, by acts or omissions of any "named insured" or any of such "named insured's subcontractors" in the performance of "covered operations" by or on behalf of any "named insured"; and

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- (b) Commenced subsequent to the execution of the "insured contract"; and
- (2) Does not arise out of any "pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by the person or organization you agreed to indemnify or by any of that organization's employees, and that was not previously disclosed to a "responsible person" prior to the execution of the "insured contract".

**f. Express Warranties Or Guarantees**

"Loss" arising out of any express warranty or guarantee, including any such warranty or guarantee that:

- (1) Is made in bid preparations or specifications for all or part of a project; or
- (2) Involves the cost, timing or schedule, quality, revenue or use, or performance of, or for, all or part of a project.

This exclusion does not apply to "loss" for which the "insured" would have liability without the express warranty or guarantee.

For the purposes of any Contractors Indemnity For Design Professional's Liability Coverage, this exclusion does not apply to "loss" for which the "design professional" would have liability without the express warranty or guarantee.

For the purposes of any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, this exclusion does not apply to "loss" for which the "specified subcontractor" would have liability without the express warranty or guarantee.

**g. Fines, Penalties, Fees, Liquidated Or Multiplied Damages Or Injunctive Relief**

- (1) Any fine or penalty assessed or imposed against any "insured" by law, including any federal, state, provincial, tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive. Punitive or exemplary damages will be deemed to not be such a fine or penalty if such damages are insurable under applicable law.

- (2) Any part of the fee for "your work" which a client fails or refuses to pay.
- (3) The portion of any liquidated damages award that exceeds the amount for which the "insured" would have liability without the agreement to pay liquidated damages.
- (4) The portion of any multiplied damage award that exceeds the amount that is multiplied.
- (5) Any injunctive relief required by, or any cost or expense to comply with, any law, including any federal, state, provincial, tribal or local law, regulation or statute or any governmental, judicial or administrative order or directive.

For the purposes of any "Pollution Liability Coverage", Paragraph (5) of this exclusion does not apply to "pollution clean-up costs".

For the purposes of any Contractors Pollution Liability Coverage and any Contractors Asbestos Pollution Liability Coverage, Paragraph (5) of this exclusion does not apply to "emergency response costs".

**h. Your Product**

"Loss" arising out of "your product" or any part of it.

This exclusion does not apply to "loss" arising out of "your product", or any part of it, that is any material, part or equipment furnished as part of "your work".

**i. Unnamed Partnership, Joint Venture Or Limited Liability Company**

"Loss" arising out of the conduct of any current or past partnership, joint venture or limited liability company that is not a "named insured".

This exclusion does not apply to any such organization that otherwise qualifies as an "insured".

For the purposes of any Contractors Professional Liability Coverage, this exclusion does not apply to any "named insured's" liability for "loss" arising out of the conduct of the contractor business of such current or past partnership, joint venture or limited liability company if such "named insured" would have been covered for the "loss" by other professional liability insurance issued to such partnership, joint venture or limited liability company but is

**POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY**

not only because of the expiration of such insurance.

For the purposes of any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage, this exclusion does not apply to any "named insured's" liability for "loss" arising out of the performance of "covered operations" in the conduct of the business of such current or past partnership, joint venture or limited liability company if such "named insured" would have been covered for the "loss" by other pollution liability insurance issued to such partnership, joint venture or limited liability company but is not only because of the expiration of such insurance.

**j. War**

"Loss" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**k. Workers Compensation Or Other Benefits Laws**

Any obligation that the "insured" has under any:

- (1) Workers compensation law;
- (2) Disability benefits law;
- (3) Unemployment compensation law; or
- (4) Similar law.

**3. Right To Appeal A Judgment**

We will have the right to appeal a judgment that:

- a. Includes "loss" to which this insurance applies;
- b. Is awarded in a "claim" for which we defend an "insured"; and
- c. Is awarded against the "insured".

If we appeal a judgment that we do not have a duty to appeal, we will pay all of the following

that result directly from that appeal:

- a. All expenses we incur; and
- b. All reasonable expenses, other than the cost of any required appeal bond, incurred at our request by the "insured" to assist us with the appeal, including, only if the "insured" is an individual, actual loss of earnings up to \$500 a day by that individual because of time taken off from work.

These payments will not reduce the limits of insurance. The results of an appeal will not change the applicable limit of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of "loss" or "defense expenses", including any combination of such payments.

**SECTION II - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the *Travelers ECP Custom* Declarations and the rules below fix the most we will pay regardless of the number of:

- a. "Insureds";
- b. "Claims" made;
- c. Persons or organizations making "claims";
- d. "Design professionals" under any Contractors Indemnity For Design Professional's Liability Coverage;
- e. "Specified subcontractors" under any Contractors Indemnity For Subcontractor's Pollution Liability Coverage;
- f. "Emergency response costs" losses incurred under any Contractors Pollution Liability Coverage and any Contractors Asbestos Pollution Liability Coverage;
- g. "Covered operations" under any Contractors Pollution Liability Coverage, any Non-Owned Disposal Site Pollution Legal Liability Coverage, any Contractors Asbestos Pollution Liability Coverage and any Contractors Indemnity For Subcontractor's Pollution Liability Coverage;
- h. "On-site pollution clean-up costs" losses incurred under any Site Pollution Liability Coverage; or
- i. "Covered locations" under any Site Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage.

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**Limits Of Insurance That Apply To Certain Losses If Any Otherwise Applicable Limit Of Insurance Has Been Increased**

If the amount shown for any of the Limits of Insurance in the *Travelers ECP Custom* Declarations:

- a. Is an increase from the amount shown for that or an equivalent limit of insurance in the Declarations of any prior insurance policy issued by us, or any of our affiliated insurance companies, to any "named insured";
- b. Is an increase from the amount shown for any limit that applies instead of that limit in any endorsement amending the Limits Of Insurance section in any prior insurance policy issued by us, or any of our affiliated insurance companies, to any "named insured"; or
- c. Is increased during the "policy period";

the higher amount shown for that limit of insurance in the *Travelers ECP Custom* Declarations does not apply to any of the following that are subject to that limit:

- a. "Loss" and "defense expenses" under any "Pollution Liability Coverage", "loss" under any Crisis Management Services Expenses For Pollution Liability Coverage or "loss" under any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, arising out of:

(1) "Pollution conditions"; or

(2) Any "pollution conditions" in "related" "pollution conditions";

if any of the "pollution conditions" in Paragraph (1) or (2) above commenced before such increase;

- b. "Loss" and "defense expenses" under any Contractors Professional Liability Coverage arising out of any act, error or omission that was committed before such increase; or

- c. "Loss" under:

(1) Any Contractors Professional Liability Loss Mitigation Expenses Coverage; or

(2) Any Contractors Indemnity For Design Professional's Liability Coverage;

arising out of any act, error or omission that was committed before such increase.

Instead, the amount of that limit of insurance that applies to such "loss" and "defense

expenses" is:

- a. The lower amount shown for that or an equivalent limit of insurance in the Declarations of such prior insurance policy;
- b. The lower amount shown for any limit that applies instead of that limit in any endorsement amending the Limits Of Insurance section in such prior insurance policy; or
- c. The lower amount shown for that limit of insurance in the *Travelers ECP Custom* Declarations;

that was in effect when any of the "pollution conditions" that caused such "loss" commenced or when the act, error or omission that caused such "loss" was committed.

Each act, error or omission in a series of "related" acts, errors or omissions will be deemed to have been committed on the date the first act, error or omission in that series is committed.

- 2. The Aggregate Limit is the most we will pay for the sum of all:

- a. "Loss", other than "crisis management services expenses", and "defense expenses"; and

- b. "Loss" that is "crisis management services expenses" if the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000;

to which the insurance provided under one or more of "your ECP coverage forms" applies for the combined total of all "claims", "emergency response costs", "on-site pollution clean-up costs", "defense expenses", "professional liability loss mitigation expenses", "pollution loss mitigation expenses", "business interruption loss" and such "crisis management services expenses".

- 3. Subject to Paragraph 2. above, the Emergency Response Costs Aggregate Limit is the most we will pay for the sum of all "loss" that is "emergency response costs", and "defense expenses":

- a. Under Emergency Response Costs in any Contractors Pollution Liability Coverage; and

- b. Under Asbestos Emergency Response Costs in any Contractors Asbestos Pollution Liability Coverage;

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for the combined total of all such "loss" and "defense expenses".

**4.** Subject to Paragraph **2.** above, the On-Site Pollution Clean-Up Costs Aggregate Limit is the most we will pay for the sum of all:

- a.** "Loss" that is "on-site pollution clean-up costs", and "defense expenses", under On-Site Pollution Clean-Up Costs; and
- b.** "Loss" that is "business interruption loss" under Business Interruption For On-Site Pollution Clean-Up Costs Losses;

in any Site Pollution Liability Coverage for the combined total of all such "loss" and "defense expenses".

The On-Site Pollution Clean-Up Costs Aggregate Limit is further subject to:

- a.** Low-Level Radioactivity Pollution Conditions Aggregate Sublimit for "loss" that is "on-site pollution clean-up costs", and "defense expenses", to which the insurance provided for "low-level radioactivity pollution conditions" under one or more of "your ECP coverage forms" applies; and
- b.** The Transportation Pollution Conditions Site Pollution Liability Aggregate Sublimit for "loss" that is "on-site pollution clean-up costs", and "defense expenses", to which the insurance provided for "transportation pollution conditions" under one or more of "your ECP coverage forms" applies.

**5.** Subject to Paragraphs **2.** and **4.** above, the Business Interruption For On-Site Pollution Clean-Up Costs Aggregate Limit is most we will pay for all "loss" that is "business interruption loss" under Business Interruption For On-Site Pollution Clean-Up Costs Losses in any Site Pollution Liability Coverage for the combined total of all such "loss".

**6.** Subject to Paragraph **2.** above, if an amount is shown for any of the following Limits of Insurance in the *Travelers ECP Custom* Declarations, such limit of insurance applies as described below. If no amount is shown for any of the following Limits of Insurance in the *Travelers ECP Custom* Declarations and coverage for the "loss" or "defense expenses" described in such limit of insurance is included in "your ECP coverage forms", such limit of insurance does not apply, and the otherwise applicable aggregate limit of insurance applies to such coverage.

**a.** Auto Transportation Pollution Conditions Contractors Pollution Liability Aggregate Sublimit. This is the most we will pay for the sum of all:

- (1)** "Loss", other than "crisis management services expenses", and "defense expenses"; and
- (2)** "Loss" that is "crisis management services expenses" if the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000;

to which the insurance provided for "auto transportation pollution conditions" under one or more of "your ECP coverage forms" applies for the combined total of all "claims", "emergency response costs", "defense expenses" and such "crisis management services expenses".

The Auto Transportation Pollution Conditions Contractors Pollution Liability Aggregate Sublimit is further subject to:

- (1)** The Emergency Response Costs Aggregate Limit for "loss" that is "emergency response costs", and "defense expenses", under:
  - (a)** Emergency Response Costs in any Contractors Pollution Liability Coverage; or
  - (b)** Asbestos Emergency Response Costs in any Contractors Asbestos Pollution Liability Coverage;
- (2)** The Contractors Asbestos Pollution Liability Aggregate Limit for "loss" and "defense expenses" under any Contractors Asbestos Pollution Liability Coverage if the "auto transportation pollution conditions" also are "asbestos pollution conditions"; and
- (3)** The Crisis Management Services Expenses For Pollution Liability Aggregate Limit for "loss" that is "crisis management services expenses" under any Crisis Management Services Expenses For Pollution Liability Coverage.

**b.** Fungi Or Bacteria Conditions Aggregate Sublimit. This is the most we will pay for the sum of all:

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- (1) "Loss", other than "crisis management services expenses", and "defense expenses"; and
- (2) "Loss" that is "crisis management services expenses" if the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000;

to which the insurance provided for "fungi or bacteria conditions" under one or more of "your ECP coverage forms" applies for the combined total of all "claims", "emergency response costs", "defense expenses" and such "crisis management services expenses".

The Fungi Or Bacteria Conditions Aggregate Sublimit is further subject to:

- (1) The Emergency Response Costs Aggregate Limit for "loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs in any Contractors Pollution Liability Coverage;
- (2) The Non-Owned Disposal Site Pollution Legal Liability Aggregate Limit for "loss" and "defense expenses" under any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "fungi or bacteria conditions" also are "contractor waste non-owned disposal site pollution conditions"; and
- (3) The Crisis Management Services Expenses For Pollution Liability Aggregate Limit for "loss" that is "crisis management services expenses" under any Crisis Management Services Expenses For Pollution Liability Coverage.

c. Lead Pollution Conditions Aggregate Sublimit. This is the most we will pay for the sum of all:

- (1) "Loss", other than "crisis management services expenses", and "defense expenses"; and
- (2) "Loss" that is "crisis management services expenses" if the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000;

to which the insurance provided for "lead pollution conditions" under one or more of "your ECP coverage forms" applies for the combined total of all "claims", "emergency response costs", "defense expenses" and such "crisis management services expenses".

The Lead Pollution Conditions Aggregate Sublimit is further subject to:

- (1) The Emergency Response Costs Aggregate Limit for "loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs in any Contractors Pollution Liability Coverage;
- (2) The Non-Owned Disposal Site Pollution Legal Liability Aggregate Limit for "loss" and "defense expenses" under any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "lead pollution conditions" also are "contractor waste non-owned disposal site pollution conditions"; and
- (3) The Crisis Management Services Expenses For Pollution Liability Aggregate Limit for "loss" that is "crisis management services expenses" under any Crisis Management Services Expenses For Pollution Liability Coverage.

d. Low-Level Radioactivity Pollution Conditions Aggregate Sublimit. This is the most we will pay for the sum of all:

- (1) "Loss", other than "crisis management services expenses", and "defense expenses"; and
- (2) "Loss" that is "crisis management services expenses" if the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000;

to which the insurance provided for "low-level radioactivity pollution conditions" under one or more of "your ECP coverage forms" applies for the combined total of all "claims", "emergency response costs", "on-site pollution clean-up costs", "defense expenses" and such "crisis management services expenses".

The Low-Level Radioactivity Pollution Conditions Aggregate Sublimit is further subject to:

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- (1) The Emergency Response Costs Aggregate Limit for "loss" that is "emergency response costs", and "defense expenses", under Emergency Response Costs in any Contractors Pollution Liability Coverage;
  - (2) The On-Site Pollution Clean-Up Costs Aggregate Limit for "loss" that is "on-site pollution clean-up costs", and "defense expenses", under On-Site Pollution Clean-Up Costs in any Site Pollution Liability Coverage;
  - (3) The Non-Owned Disposal Site Pollution Legal Liability Aggregate Limit for "loss" and "defense expenses" under any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "low-level radioactivity pollution conditions" also are "non-owned disposal site pollution conditions"; and
  - (4) The Crisis Management Services Expenses For Pollution Liability Aggregate Limit for "loss" that is "crisis management services expenses" under any Crisis Management Services Expenses For Pollution Liability Coverage.
- e. Silica Pollution Conditions Aggregate Sublimit. This is the most we will pay for the sum of all:

- (1) "Loss", other than "crisis management services expenses", and "defense expenses"; and
- (2) "Loss" that is "crisis management services expenses" if the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000;

to which the insurance provided for "silica pollution conditions" under one or more of "your ECP coverage forms" applies for the combined total of all "claims" and such "crisis management services expenses".

The Silica Pollution Conditions Aggregate Sublimit is further subject to:

- (1) The Non-Owned Disposal Site Pollution Legal Liability Aggregate Limit for "loss" and "defense expenses" under any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "silica pollution conditions" also are "contractor waste non-owned disposal

- site pollution conditions"; and
  - (2) The Crisis Management Services Expenses For Pollution Liability Aggregate Limit for "loss" that is "crisis management services expenses" under any Crisis Management Services Expenses For Pollution Liability Coverage.
- f. Transportation Pollution Conditions Site Pollution Liability Aggregate Sublimit. This is the most we will pay for the sum of all:
- (1) "Loss", other than "crisis management services expenses", and "defense expenses"; and
  - (2) "Loss" that is "crisis management services expenses" if the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000;

to which the insurance provided for "transportation pollution conditions" under one or more of "your ECP coverage forms" applies for the combined total of all "claims", "on-site pollution clean-up costs", "defense expenses" and such "crisis management services expenses".

The Transportation Pollution Conditions Site Pollution Liability Aggregate Sublimit is further subject to:

- (1) The On-Site Pollution Clean-Up Costs Aggregate Limit for "loss" that is "on-site pollution clean-up costs", and "defense expenses", under On-Site Pollution Clean-Up Costs in any Site Pollution Liability Coverage; and
- (2) The Crisis Management Services Expenses For Pollution Liability Aggregate Limit for "loss" that is "crisis management services expenses" under any Crisis Management Services Expenses For Pollution Liability Coverage.

- 7. Subject to Paragraph 2. above, the Non-Owned Disposal Site Pollution Legal Liability Aggregate Limit is the most we will pay for the sum of all "loss" and "defense expenses" to which the insurance provided for "non-owned disposal site pollution conditions" under any Non-Owned Disposal Site Pollution Legal Liability Coverage applies for the combined total of all "claims".

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The Non-Owned Disposal Site Pollution Legal Liability Aggregate Limit is further subject to:

- a. The Fungi Or Bacteria Conditions Aggregate Sublimit if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions" and also are "fungi or bacteria conditions";
  - b. The Lead Pollution Conditions Aggregate Sublimit if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions" and also are "lead pollution conditions";
  - c. The Low-Level Radioactivity Pollution Conditions Aggregate Sublimit if the "non-owned disposal site pollution conditions" also are "low-level radioactivity pollution conditions";
  - d. The Silica Pollution Conditions Aggregate Sublimit if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions" and also are "silica pollution conditions"; and
  - e. The Contractors Asbestos Pollution Liability Aggregate Limit if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions" and also are "asbestos pollution conditions".
8. Subject to Paragraph 2. above, the Contractors Asbestos Pollution Liability Aggregate Limit is the most we will pay for the sum of all "loss" and "defense expenses" to which the insurance provided for "asbestos pollution conditions" under any Contractors Asbestos Pollution Liability Coverage applies for the combined total of all "claims", "emergency response costs" and "defense expenses".

The Contractors Asbestos Pollution Liability Aggregate Limit is further subject to:

- a. The Emergency Response Costs Aggregate Limit for "loss" that is "emergency response costs", and "defense expenses", under Asbestos Emergency Response Costs in any Contractors Asbestos Pollution Liability Coverage; and
- b. The Auto Transportation Pollution Conditions Contractors Pollution Liability Aggregate Sublimit if the "asbestos pollution conditions" also are "auto transportation pollution conditions".

9. Subject to Paragraph 2. above, the Contractors Professional Liability Loss Mitigation Expenses Aggregate Limit is the most we will pay for the sum of all "loss" under any Contractors Professional Liability Loss Mitigation Expenses Coverage for the combined total of all such "loss".
10. Subject to Paragraph 2. above, the Contractors Pollution Loss Mitigation Expenses Aggregate Limit is the most we will pay for the sum of all "loss" under any Contractors Pollution Loss Mitigation Expenses Coverage for the combined total of all such "loss".
11. Subject to Paragraph 2. above, the Contractors Indemnity For Design Professional's Liability Aggregate Limit is the most we will pay for the sum of all "loss" under any Contractors Indemnity For Design Professional's Liability Coverage for the combined total of all such "loss".
12. Subject to Paragraph 2. above, the Contractors Indemnity For Subcontractor's Pollution Liability Aggregate Limit is the most we will pay for the sum of all "loss" under any Contractors Indemnity For Subcontractor's Pollution Liability Coverage for the combined total of all such "loss".
13. The Crisis Management Services Expenses For Pollution Liability Aggregate Limit is the most we will pay for all "loss" under any Crisis Management Services Expenses For Pollution Liability Coverage for the combined total of all such "loss". If the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000, the Crisis Management Services Expenses For Pollution Liability Aggregate Limit is subject to Paragraph 2. above.
14. Subject to Paragraph 2. above, the Each Act, Error Or Omission Limit is the most we will pay for the sum of all:
  - a. "Loss" and "defense expenses" under any Contractors Professional Liability Coverage;
  - b. "Loss" under any Contractors Professional Liability Loss Mitigation Expenses Coverage; and
  - c. "Loss" under any Contractors Indemnity For Design Professional's Liability Coverage;
 arising out of the same act, error or omission or "related" acts, errors or omissions.

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The Each Act, Error Or Omission Limit is further subject to:

- a. The Contractors Professional Liability Loss Mitigation Expenses Aggregate Limit for "loss" under any Contractors Professional Liability Loss Mitigation Expenses Coverage; and
- b. The Contractors Indemnity For Design Professional's Liability Aggregate Limit for "loss" under any Contractors Indemnity For Design Professional's Liability Coverage.

**15.** Subject to Paragraph **2.** above, the Each Pollution Condition Limit is the most we will pay for the sum of all:

- a. "Loss" and "defense expenses" under any "Pollution Liability Coverage";
- b. "Loss" under any Crisis Management Services Expenses For Pollution Liability Coverage if the amount shown for the Crisis Management Services Expenses For Pollution Liability Aggregate Limit in the *Travelers ECP Custom* Declarations is more than \$250,000;
- c. "Loss" under any Contractors Indemnity For Subcontractor's Pollution Liability Coverage; arising out the same or "related" "pollution conditions".

The Each Pollution Condition Limit is further subject to Paragraphs **3., 4., 5., 6., 7. 8., 10., 12.** and **13.** above for "loss" and "defense expenses" to which any limit described in any of such paragraphs applies.

**SECTION III - DEDUCTIBLES**

**1.** The deductibles shown in the *Travelers ECP Custom* Declarations and the rules below fix the amount of "loss" and "defense expenses" to which the insurance provided under one or more liability coverages in "your ECP coverage forms" applies that are incurred by or on behalf of the "insured" and that you must pay regardless of the number of:

- a. "Insureds";
- b. "Claims" made;
- c. Persons or organizations making "claims";
- d. "Emergency response costs" losses incurred under any Contractors Pollution Liability Coverage and any Contractors Asbestos Pollution Liability Coverage;
- e. "Covered operations" under any Contractors

Pollution Liability Coverage, any Non-Owned Disposal Site Pollution Legal Liability Coverage, any Contractors Asbestos Pollution Liability Coverage and any Contractors Indemnity For Subcontractor's Pollution Liability Coverage;

- f. "On-site pollution clean-up costs" losses incurred under any Site Pollution Liability Coverage; or
- g. "Covered locations" under any Site Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage.

**2.** The Each Act, Error Or Omission Deductible applies to all "loss" and "defense expenses" under any Contractors Professional Liability Coverage arising out of the same act, error or omission or "related" acts, errors or omissions.

However, we will reduce the Each Act, Error Or Omission Deductible by 50%, up to a maximum reduction of \$25,000, if all "claims" subject to the Each Act, Error Or Omission Deductible are settled during an "agreed mediation".

**3.** The Each Pollution Condition Deductible applies to all "loss" and "defense expenses" under any "Pollution Liability Coverage" arising out of the same or "related" "pollution conditions".

However, we will reduce the Each Pollution Condition Deductible by 50%, up to a maximum reduction of \$25,000, if all "claims" subject to the Each Pollution Condition Deductible are settled during an "agreed mediation".

**4.** If the:

- a. Each Act, Error Or Omission Deductible; and
- b. Each Pollution Condition Deductible;

both apply to the same "claim", the most you will be responsible for paying for "loss" and "defense expenses" within those deductibles is the amount of the Each Act, Error Or Omission Deductible or the Each Pollution Condition Deductible, whichever is more.

**5.** If an amount is shown for the Total Original Deductible in the *Travelers ECP Custom* Declarations, the Total Original Deductible is the most that you will be responsible for paying for the combined total of all applicable Each Act, Error Or Omission Deductibles and Each Pollution Condition Deductibles. If no amount is shown for the Total Original Deductible in the *Travelers ECP Custom* Declarations, the Total Original Deductible does not apply, and you will be responsible for paying all applicable Each Act,

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Error Or Omission Deductibles and Each Pollution Condition Deductibles without further limitation, regardless of how often they apply.

If the Total Original Deductible has been used up, the Each Act, Error Or Omission Maintenance Deductible applies to all "loss" and "defense expenses" under any Contractors Professional Liability Coverage arising out of the same act, error or omission or "related" acts, errors or omissions.

However, if you paid any part of the Each Act, Error Or Omission Deductible for any of such "loss" or "defense expenses" before the Total Original Deductible was used up, we will reduce the applicable Each Act, Error Or Omission Maintenance Deductible by the amount of such payment. In addition, we will reduce the Each Act, Error Or Omission Maintenance Deductible by 50%, up to a maximum reduction of \$25,000, if all "claims" subject to the Each Act, Error Or Omission Maintenance Deductible are settled during an "agreed mediation".

If the Total Original Deductible has been used up, the Each Pollution Condition Maintenance Deductible applies to all "loss" and "defense expenses" under any "Pollution Liability Coverage" arising out of the same or "related" "pollution conditions".

However, if you paid any part of the Each Pollution Condition Deductible for any of such "loss" or "defense expenses" before the Total Original Deductible was used up, we will reduce the applicable Each Pollution Condition Maintenance Deductible by the amount of such payment. In addition, we will reduce the Each Pollution Condition Maintenance Deductible by 50%, up to a maximum reduction of \$25,000, if all "claims" subject to the Each Pollution Condition Maintenance Deductible are settled during an "agreed mediation".

5. The applicable limits of insurance will not be reduced by the amount of any "loss" or "defense expenses" within any deductible amount.
6. The provisions of this policy, including those provisions with respect to:
  - a. Our right and duty to defend "claims"; and
  - b. Any "insured's" duties in the event of an act, error, omission, "pollution conditions" or a "claim";

apply irrespective of the application of any deductible amount.

7. If we pay any "loss" or "defense expenses" that

are subject to a deductible, you agree to promptly reimburse us for any deductible amount we have paid.

8. If you fail to reimburse us for any deductible amount and we are awarded that deductible amount, or any part of that amount, in any legal proceeding against you, you agree to reimburse us for the following, in addition to that deductible amount, as incurred:
  - a. "Deductible recovery expenses"; and
  - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

#### **SECTION IV - CO-INSURANCE PERCENTAGE FOR BUSINESS INTERRUPTION COVERAGE FOR ON-SITE POLLUTION CLEAN-UP COSTS LOSSES**

If an amount is shown for the Business Interruption For On-Site Pollution Clean-Up Costs Aggregate Limit in the *Travelers ECP Custom* Declarations, the following co-insurance percentage applies to "loss" that is "business interruption loss" under Business Interruption For On-Site Pollution Clean-Up Costs Losses in the Site Pollution Liability Coverage in "your ECP coverage forms" as described below:

1. The Co-Insurance Percentage For Business Interruption Coverage For On-Site Pollution Clean-Up Costs Losses shown in the *Travelers ECP Custom* Declarations and the rules below fix the percentage of "loss" that is "business interruption loss" under Business Interruption For On-Site Pollution Clean-Up Costs Losses for which you will be financially responsible.
2. You will be financially responsible for the Co-Insurance Percentage For Business Interruption Coverage For On-Site Pollution Clean-Up Costs Losses for all "loss" that is "business interruption loss" under Business Interruption For On-Site Pollution Clean-Up Costs Losses arising out of the same "pollution conditions" or "related" "pollution conditions". The applicable limits of insurance will not be reduced by the amount of "loss" that is "business interruption loss" within the Co-Insurance Percentage For Business Interruption Coverage For On-Site Pollution Clean-Up Costs Losses.

If no amount is shown for the Co-Insurance Percentage For Business Interruption Coverage For On-Site Pollution Clean-Up Costs Losses in the *Travelers ECP Custom* Declarations, the

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Co-Insurance Percentage For Business Interruption Coverage For On-Site Pollution Clean-Up Costs Losses will be 10%.

**3.** If you are unable to be financially responsible for "business interruption loss" within the Co-Insurance Percentage For Business Interruption Coverage For On-Site Pollution Clean-Up Costs Losses because of:

- a.** Your insolvency or bankruptcy; or
- b.** Any other reason;

Business Interruption Coverage For On-Site Pollution Clean-Up Costs Losses will only apply to amounts that are not within the Co-Insurance Percentage For Business Interruption Coverage For On-Site Pollution Clean-Up Costs Losses.

**SECTION V - SELF-INSURED RETENTION AND CO-INSURANCE PERCENTAGE FOR CONTRACTORS PROFESSIONAL LIABILITY OR CONTRACTORS POLLUTION LOSS MITIGATION EXPENSES COVERAGE**

**1.** If an amount is shown for:

- a.** The Contractors Professional Liability Loss Mitigation Expenses Aggregate Limit in the *Travelers ECP Custom* Declarations, the self-insured retention described in Paragraphs **2.** and **3.** below applies; and
- b.** The Co-Insurance Percentage For Contractors Professional Liability Loss Mitigation Expenses Coverage in the *Travelers ECP Custom* Declarations, the co-insurance percentage described in Paragraphs **2.** and **3.** below applies;

to "loss" that is "professional liability loss mitigation expenses" under Contractors Professional Liability Loss Mitigation Expenses Coverage.

**2.** The Self-Insured Retention For Contractors Professional Liability Loss Mitigation Expenses Coverage and the Co-Insurance Percentage For Contractors Professional Liability Loss Mitigation Expenses Coverage shown in the *Travelers ECP Custom* Declarations and the rules below fix the amount of "loss" that is "professional liability loss mitigation expenses" under Contractors Professional Liability Loss Mitigation Expenses Coverage for which you will be financially responsible.

**3.** You will be financially responsible for:

- a.** The amount within the Self-Insured Retention For Contractors Professional Liability Loss Mitigation Expenses Coverage;

and

- b.** The Co-Insurance Percentage For Contractors Professional Liability Loss Mitigation Expenses Coverage;

for all "loss" that is "professional liability loss mitigation expenses" under Contractors Professional Liability Loss Mitigation Expenses Coverage arising out of the same act, error or omission or "related" acts, errors or omissions. You will be financially responsible for the Co-Insurance Percentage For Contractors Professional Liability Loss Mitigation Expenses Coverage in addition to the Self-Insured Retention For Contractors Professional Liability Loss Mitigation Expenses Coverage. The amount you will be financially responsible for within the Co-Insurance Percentage For Contractors Professional Liability Loss Mitigation Expenses Coverage will be determined based on the amount of all "professional liability loss mitigation expenses" covered under Contractors Professional Liability Loss Mitigation Expenses Coverage that remains after the Self-Insured Retention For Contractors Professional Liability Loss Mitigation Expenses Coverage has been applied.

**4.** If an amount is shown for:

- a.** The Contractors Pollution Loss Mitigation Expenses Aggregate Limit in the *Travelers ECP Custom* Declarations, the self-insured retention described in Paragraphs **5.** and **6.** below applies; and
- b.** The Co-Insurance Percentage For Contractors Pollution Loss Mitigation Expenses Coverage in the *Travelers ECP Custom* Declarations, the co-insurance percentage described in Paragraphs **5.** and **6.** below applies;

to "loss" that is "pollution loss mitigation expenses" under Contractors Pollution Loss Mitigation Expenses Coverage.

**5.** The Self-Insured Retention For Contractors Pollution Loss Mitigation Expenses Coverage and the Co-Insurance Percentage For Contractors Pollution Loss Mitigation Expenses Coverage shown in the *Travelers ECP Custom* Declarations and the rules below fix the amount of "loss" that is "pollution loss mitigation expenses" under Contractors Pollution Loss Mitigation Expenses Coverage for which you will be financially responsible.

**6.** You will be financially responsible for:

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- a. The amount within the Self-Insured Retention For Contractors Pollution Loss Mitigation Expenses Coverage; and
- b. The Co-Insurance Percentage For Contractors Pollution Loss Mitigation Expenses Coverage;

for all "loss" that is "pollution loss mitigation expenses" under Contractors Pollution Loss Mitigation Expenses arising out of the "faulty work incident" or "related" "faulty work incidents". You will be financially responsible for the Co-Insurance Percentage For Contractors Pollution Loss Mitigation Expenses Coverage in addition to the Self-Insured Retention For Contractors Pollution Loss Mitigation Expenses Coverage. The amount you will be financially responsible for within the Co-Insurance Percentage For Contractors Pollution Loss Mitigation Expenses Coverage will be determined based on the amount of all "pollution loss mitigation expenses" covered under Contractors Pollution Loss Mitigation Expenses Coverage that remains after the Self-Insured Retention For Contractors Pollution Loss Mitigation Expenses Coverage has been applied.

7. The applicable limits of insurance will not be reduced by the amount of:

- a. "Loss" that is "professional liability loss mitigation expenses" within:
  - (1) The Self-Insured Retention For Contractors Professional Liability Loss Mitigation Expenses Coverage; or
  - (2) Any Co-Insurance Percentage For Contractors Professional Liability Loss Mitigation Expenses Coverage; or
- b. "Loss" that is "pollution loss mitigation expenses" within:
  - (1) The Self-Insured Retention For Contractors Pollution Loss Mitigation Expenses Coverage; or
  - (2) Any Co-Insurance Percentage For Contractors Pollution Loss Mitigation Expenses Coverage.

8. If, because of:

- a. Your insolvency or bankruptcy; or
- b. Any other reason; you are unable to be financially responsible for:
  - a. "Professional liability loss mitigation expenses" within:

(1) The Self-Insured Retention For Contractors Professional Liability Loss Mitigation Expenses Coverage; or

(2) Any Co-Insurance Percentage For Contractors Professional Liability Loss Mitigation Expenses Coverage;

Contractors Professional Liability Loss Mitigation Expenses Coverage will only apply to amounts that are in excess of the Self-Insured Retention For Contractors Professional Liability Loss Mitigation Expenses Coverage and that are not within any Co-Insurance Percentage For Contractors Professional Liability Loss Mitigation Coverage; or

b. "Pollution loss mitigation expenses" within:

(1) The Self-Insured Retention For Contractors Pollution Loss Mitigation Expenses Coverage; or

(2) Any Co-Insurance Percentage For Contractors Pollution Loss Mitigation Expenses Coverage;

Contractors Pollution Loss Mitigation Expenses Coverage will only apply to amounts that are in excess of the Self-Insured Retention For Contractors Pollution Loss Mitigation Expenses Coverage and that are not within any Co-Insurance Percentage For Contractors Pollution Loss Mitigation Expenses Coverage.

**SECTION VI - SELF-INSURED RETENTION FOR CONTRACTORS INDEMNITY FOR DESIGN PROFESSIONAL'S LIABILITY COVERAGE**

If an amount is shown for the Contractors Indemnity For Design Professional's Liability Aggregate Limit in the *Travelers ECP Custom* Declarations, the following self-insured retention applies to "loss" under Contractors Indemnity For Design Professional's Liability Coverage as described below:

1. This section applies only if:

- a. No "design professional's insurance" applies to the "loss";
- b. "Design professional's insurance" applies to the "loss", but the full payment of the applicable amount of the "design professional's insurance" is less than the Self-Insured Retention For Contractors Indemnity For Design Professional's Liability Coverage shown in the *Travelers ECP Custom* Declarations; or

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- c. "Design professional's insurance" applies to the "loss", the full payment of the applicable amount of the "design professional's insurance" is not less than the Self-Insured Retention For Contractors Indemnity For Design Professional's Liability Coverage shown in the *Travelers ECP Custom Declarations* and we indemnify you for "loss" that you would have been legally entitled to recover from the "design professional" if such "loss" did not exceed an "authorized agreed limitation of liability".

"Design professional's insurance" will be deemed to apply to the "loss", and the full amount of such insurance will be deemed to be the applicable amount, unless:

- a. We provide our written agreement that no "design professional's insurance", or that a lesser amount of such insurance, applies to the "loss"; or
- b. In a legal proceeding in which the "design professional" adequately sought coverage for the "loss" under all potentially applicable "design professional's insurance", it is adjudicated that no such insurance, or that a lesser amount of such insurance, applies to the "loss".

- 2. The Self-Insured Retention For Contractors Indemnity For Design Professional's Liability Coverage shown in the *Travelers ECP Custom Declarations* and the rules below fix the amount of "loss" under Contractors Indemnity For Design Professional's Liability Coverage for which you will be financially responsible.

If "design professional's insurance" applies to the "loss", the full payment of the applicable amount of the "design professional's insurance" can apply toward the payment of the Self-Insured Retention For Contractors Indemnity For Design Professional's Liability Coverage.

The Self-Insured Retention For Contractors Indemnity For Design Professional's Liability Coverage cannot be paid by amounts other than "loss" that would have been covered by Contractors Indemnity For Design Professional's Liability Coverage in the absence of that self-insured retention.

- 3. You will be financially responsible for the amount within the Self-Insured Retention For Contractors Indemnity For Design Professional's Liability Coverage for all "loss" under Contractors Indemnity For Design Professional's

Liability Coverage arising out of the same act, error or omission, or "related" acts, errors or omissions, by or on behalf of the same "design professional".

- 4. If you are unable to be financially responsible for "loss" within the Self-Insured Retention For Contractors Indemnity For Design Professional's Liability Coverage because of:
  - a. Your insolvency or bankruptcy; or
  - b. Any other reason;

Contractors Indemnity For Design Professional's Liability Coverage will only apply to amounts that are in excess of the Self-Insured Retention For Contractors Indemnity For Design Professional's Liability Coverage.

**SECTION VII - SELF-INSURED RETENTION FOR CONTRACTORS INDEMNITY FOR SUBCONTRACTOR'S POLLUTION LIABILITY COVERAGE**

If an amount is shown for the Contractors Indemnity For Subcontractor's Pollution Liability Aggregate Limit in the *Travelers ECP Custom Declarations*, the following self-insured retention applies to "loss" under Contractors Indemnity For Subcontractor's Pollution Liability Coverage as described below:

- 1. This section applies only if:
  - a. No "specified subcontractor's insurance" applies to the "loss";
  - b. "Specified subcontractor's insurance" applies to the "loss", but the full payment of the applicable amount of the "specified subcontractor's insurance" is less than the Self-Insured Retention For Contractors Indemnity For Subcontractor's Pollution Liability Coverage shown in the *Travelers ECP Custom Declarations*; or
  - c. "Specified subcontractor's insurance" applies to the "loss", the full payment of the applicable amount of the "specified subcontractor's insurance" is not less than the Self-Insured Retention For Contractors Indemnity For Subcontractor's Pollution Liability Coverage shown in the *Travelers ECP Custom Declarations* and we indemnify you for "loss" that you would have been legally entitled to recover from the "specified subcontractor" if such "loss" did not exceed an "authorized agreed limitation of liability".

"Specified subcontractor's insurance" will be deemed to apply to the "loss", and the full

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amount of such insurance will be deemed to be the applicable amount, unless:

- a. We provide our written agreement that no "specified subcontractor's insurance", or that a lesser amount of such insurance, applies to the "loss"; or
- b. In a legal proceeding in which the "specified subcontractor" adequately sought coverage for the "loss" under all potentially applicable "specified subcontractor's insurance", it is adjudicated that no such insurance, or that a lesser amount of such insurance, applies to the "loss".

- 2. The Self-Insured Retention For Contractors Indemnity For Subcontractor's Pollution Liability Coverage shown in the *Travelers ECP Custom Declarations* and the rules below fix the amount of "loss" under Contractors Indemnity For Subcontractor's Pollution Liability Coverage for which you will be financially responsible.

If "specified subcontractor's insurance" applies to the "loss", the full payment of the applicable amount of the "specified subcontractor's insurance" can apply toward the payment of the Self-Insured Retention For Contractors Indemnity For Subcontractor's Pollution Liability Coverage.

The Self-Insured Retention For Contractors Indemnity For Subcontractor's Pollution Liability Coverage cannot be paid by amounts other than "loss" that would have been covered by Contractors Indemnity For Subcontractor's Pollution Liability Coverage in the absence of that self-insured retention.

- 3. You will be financially responsible for the amount within the Self-Insured Retention For Contractors Indemnity For Subcontractor's Pollution Liability Coverage for all "loss" under Contractors Indemnity For Subcontractor's Pollution Liability Coverage arising out of the same or "related" "pollution conditions".
- 4. If you are unable to be financially responsible for "loss" within the Self-Insured Retention For Contractors Indemnity For Subcontractor's Pollution Liability Coverage because of:
  - a. Your insolvency or bankruptcy; or
  - b. Any other reason;

Contractors Indemnity For Subcontractor's Pollution Liability Coverage will only apply to amounts that are in excess of the Self-Insured Retention For Contractors Indemnity For

Subcontractor's Pollution Liability Coverage.

**SECTION VIII - CONDITIONS**

The following conditions apply to all of "your ECP coverage forms" and are in addition to the conditions contained in each such coverage form.

**1. Bankruptcy**

Bankruptcy or insolvency of:

- a. The "insured" or of the "insured's" estate;
- b. The "design professional" under any Contractors Indemnity For Design Professional's Liability Coverage; or
- c. The "specified subcontractor" under any Contractors Indemnity For Subcontractor's Pollution Liability Coverage;

will not relieve us of our obligations under this policy. However, this provision does not delete or amend any Bankruptcy Or Insolvency exclusion in this policy.

**2. Cancellation**

- a. The "First Named Insured" may cancel this policy by mailing or delivering in advance to us written notice of cancellation stating the effective date of the cancellation.
- b. We may cancel this policy by mailing or delivering to the "First Named Insured" written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if the cancellation is for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if the cancellation is for any other reason.
- c. We will mail or deliver our notice of cancellation to the "First Named Insured's" last mailing address known to us.
- d. Our notice of cancellation will state the effective date of the cancellation, which will become the end of the "policy period".
- e. If this policy is cancelled, we will send the "First Named Insured" any premium refund due. If we cancel this policy, the refund will be pro rata. If the "First Named Insured" cancels this policy, the refund may be less than pro rata. The refund will be made by us as soon as practicable. However, the cancellation will be effective even if we have not made or offered the refund.

**POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY**

**f.** If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

**3. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. Only the "First Named Insured" may request changes to this policy. This policy can be amended only with our consent and only by endorsement issued by us as part of this policy.

**4. Examination Of Books And Records**

We may examine and audit your books and records that relate to the subject matter of this insurance at any time:

- a.** During the "policy period"; or
- b.** Up to three years after the end of the "policy period".

**5. Inspections And Surveys**

- a.** We have the right to:
  - (1)** Make inspections and surveys and interview "employees" of any "insured" at any time;
  - (2)** Provide reports to you on the conditions found; and
  - (3)** Recommend changes.
- b.** We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions taken relate only to insurability and the premiums charged. We do not make safety inspections or undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions, property or operations:
  - (1)** Are safe or healthful; or
  - (2)** Comply with laws, regulations, codes or standards.
- c.** You agree to provide us with:
  - (1)** Access to:
    - (a)** The locations where "covered operations" are being or have been performed under any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage;
    - (b)** The locations where "your

contractor professional services" are being or have been performed under any Contractors Professional Liability Coverage; or

**(c)** Any "covered location" under any Site Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage;

**(2)** Records pertaining to:

**(a)** The "covered operations" under any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage;

**(b)** "Your contractor professional services" under any Contractors Professional Liability Coverage; or

**(c)** Any "covered location" under any Site Pollution Liability Coverage and any Non-Owned Disposal Site Pollution Legal Liability Coverage; and

**(3)** Access to employees and other appropriate personnel or representatives, that are necessary for us to conduct such inspections and surveys.

**d.** Paragraphs **a.** and **b.** above apply to us and any rating, advisory, rate service, technical consulting or similar organization which makes insurance inspections, surveys, reports or recommendations.

**6. International Condition - Currency**

**a.** Payments for premiums and deductible amounts made to us will be in the currency of the United States of America unless we agree that these payments may be made in a different currency.

**b.** Payments for "loss" and "defense expenses", or any payments we make under any Supplemental Coverages Endorsement issued by us as part of this policy, will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

## POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY

**7. Legal Action Against Us**

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a legal action asking for "loss" against any "insured";
- b. To bring a legal action against us under this policy unless all terms of this policy have been fully complied with; or
- c. To bring a legal action against us to recover "loss" unless your obligation to pay such "loss" has been fully determined either by a final judgment or arbitration award or by written agreement you, us and the claimant, but we will not be liable for any "loss" that is not payable under the terms of this policy or that is in excess of the applicable limit of insurance.

Under any Contractors Indemnity For Design Professional's Liability Coverage:

- a. No one, other than you, can sue us to recover "loss" under Contractors Indemnity For Design Professional's Liability Coverage; and
- b. You cannot sue us to recover such "loss" until the "design professional's" obligation to pay such "loss" has been fully determined either by a final judgment or arbitration award or by written agreement of us, you and the "design professional", but we will not be liable for any "loss" that is not payable under the terms of this policy or that is in excess of the applicable limit of insurance.

Under any Contractors Indemnity For Subcontractor's Pollution Liability Coverage:

- a. No one, other than you, can sue us to recover "loss" under Contractors Indemnity For Subcontractor's Pollution Liability Coverage; and
- b. You cannot sue us to recover such "loss" until the "specified subcontractor's" obligation to pay such "loss" has been fully determined either by a final judgment or arbitration award or by written agreement of us, you and the "specified subcontractor", but we will not be liable for any "loss" that is not payable under the terms of this policy or that is in excess of the applicable limit of insurance.

**8. Premiums**

- a. The "First Named Insured":

(1) Is responsible for the payment of all premiums; and

(2) Will be the payee for any return premiums we pay.

- b. The premium shown in the *Travelers ECP Custom* Declarations may be an advance premium. If it is an advance premium, this policy will contain an endorsement that shows when and how we will compute the earned premium.

If the earned premium is greater than the advance premium, we will send a bill to the "First Named Insured". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the earned premium is less than the advance premium, we will return the excess to the "First Named Insured". However, if the earned premium is less than any minimum premium we charged, the premium for this policy will never be less than such minimum premium.

- c. If the premium is an advance premium, the "First Named Insured" must keep records of the information we need for premium computation and must send us copies of those records at such times as we may request.

**9. Prohibited Coverage - Trade Or Economic Sanctions**

We will provide coverage for any "loss", or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

- a. Any trade or economic sanction under any law or regulation of the United States of America; or
- b. Any other applicable trade or economic sanction, prohibition or restriction.

**10. Prohibited Coverage - Unlicensed Insurance**

- a. With respect to "loss" sustained by any "insured" located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such "loss" would violate the laws or regulations of such country or jurisdiction.

- b. We do not assume responsibility for:

(1) The payment of any fine, fee, penalty or other charge that may be imposed on

## POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY

any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

- (2) The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

### 11. Representations

By accepting this policy, you agree that:

- a. All statements in the *Travelers ECP Custom* Declarations are accurate and complete;
- b. All such statements are based upon representations made by the "First Named Insured";
- c. All statements and representations made in the application for this policy, including all information provided with the application for this policy, are accurate and complete; and
- d. We have issued this policy in reliance upon all such statements and representations.

### 12. Service Of Suit

In the event that we fail to pay any amount claimed to be due under this policy and the "insured" sues us to recover such amount we shall honor the decision of the court that is authorized to hear the case.

However, we have the right to appeal that decision.

Service of process for any such lawsuit brought against us may be made upon us by serving our President, or our President's designee, at One Tower Square, Hartford, Connecticut 06183, and such person shall be authorized to receive the papers on our behalf.

However, the "insured" may also serve or send papers involving such lawsuit to the Commissioner, Director or Superintendent of Insurance for the state in which the lawsuit is being filed. We designate that appropriate officer, or that person's successor, to mail a copy of the papers to us.

For the State of California, service of process for any such lawsuit brought against us may be made upon:

CSC-Lawyers Incorporating Service  
2730 Gateway Oaks Drive, Suite 100  
Sacramento, California 95833.

For the State of Rhode Island, service of process

for any such lawsuit brought against us may be made upon:

Corporation Service Company  
222 Jefferson Blvd., Suite 200  
Warwick, Rhode Island 02888.

### 13. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the "First Named Insured", this insurance applies:

- a. As if each "named insured" were the only "named insured"; and
- b. Separately to each "insured" against whom a "claim" is made.

### 14. Transfer Of Control Of Defense

If the available limits of insurance are used up, we will notify the "First Named Insured" in writing of all outstanding "claims" so that you can arrange to take control of the defense. Before the available limits of insurance are used up, you may take over control of the defense of any outstanding "claim" only if we agree that you may take over such defense.

We will take whatever steps are necessary during a transfer of control of defense of an outstanding "claim" to continue that defense and avoid a default judgment during such transfer. You agree to repay the reasonable expenses we incur for any such steps taken after the available limit of insurance is used up. When we take such steps, you agree that we do not give up any rights.

### 15. Transfer Or Assignment Of This Policy

This policy may not be transferred or assigned, except with our written consent, or in the case of death of a "named insured" that is an individual.

If such "named insured" dies, that "named Insured's" rights and duties will be transferred to that "named insured's" legal representative but only while acting within the scope of duties as such legal representative. Until such legal representative is appointed, anyone having proper temporary custody of such "named insured's" property will have such "named insured's" rights and duties but only with respect to that property.

### 16. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover from others all or part of any payment we have made under this policy, those rights are transferred to us.

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The "insured" must do nothing after the loss to impair them, and under any Contractors Indemnity For Design Professional's Liability Coverage and any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, no "named insured" can agree in a contract or agreement to:

- a. Waive any "named insured's" right of recovery against any "design professional" or "specified subcontractor"; or
- b. Limit the liability of the "design professional" or "specified subcontractor" to a maximum amount unless such limitation is an "authorized agreed limitation of liability".

At our request, the "insured" will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights or will help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order until the total amount recovered is used up:

- a. We will reimburse any person or organization, including us or the "insured", any amount that person or organization has paid in excess of the limits of insurance.
- b. We will retain an amount equal to the amount we have paid under this policy.
- c. We will pay to the "insured" any remaining portion, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the "insured" has agreed in a contract or agreement to waive that "insured's" right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make for:

- a. "Loss" to which any of the following applies caused by an act, error or omission committed subsequent to the execution of the contract or agreement:
  - (1) Any Contractors Professional Liability

Coverage; or

- (2) Any Contractors Professional Liability Loss Mitigation Expenses Coverage;

- b. "Loss" to which any "Pollution Liability Coverage" applies resulting from "pollution conditions" that commence subsequent to the execution of the contract or agreement; or
- c. "Loss" to which any Contractors Pollution Loss Mitigation Expenses Coverage applies resulting from "faulty work incidents" that are not first discovered by any "insured" until subsequent to the execution of the contract or agreement.

**SECTION IX - DEFINITIONS**

- 1. "Agreed mediation":
  - a. Means a voluntary and non-binding process that:
    - (1) Is agreed to by us; and
    - (2) Involves a qualified professional mediator facilitating an attempted settlement of the "claim" between the "insured" and the person or organization making the "claim".
  - b. Does not include any mediation or alternative dispute resolution that is:
    - (1) Ordered or imposed by a court; or
    - (2) Otherwise legally required.
- 2. "Asbestos pollution conditions":
  - a. Means any "pollution conditions" that are:
    - (1) The disturbance of asbestos or asbestos fibers if the "pollution conditions" result from any activity that is performed on behalf of any "named insured" by a subcontractor under a written contract or agreement with such "named insured"; or
    - (2) The inadvertent disturbance of asbestos or asbestos fibers if the "pollution conditions" do not result from any activity that is performed on behalf of any "named insured" by a subcontractor under a written contract or agreement with such "named insured". As used in this provision, inadvertent disturbance does not include any discharge, dispersal, seepage, migration, release or escape of asbestos or asbestos fibers during or as a result of asbestos

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abatement operations or any other operations to test for, monitor, clean up, remove, contain, treat, dispose of, detoxify or neutralize, or assess the effects of, asbestos or asbestos fibers.

- b.** Does not include a discharge, dispersal, seepage, migration, release or escape of asbestos or asbestos fibers from soil.
- 3.** "Authorized agreed limitation of liability" means that part of any written contract or agreement with the following person or organization under which you agree to a maximum limit of such person's or organization's liability, which is the amount you are legally entitled to recover from such person or organization:
  - a.** For the purposes of any Contractors Indemnity For Design Professional's Liability Coverage, a "design professional" if the amount of that limit of liability is not less than the "required design professional's insurance", unless we have given you our prior written consent to the amount of that limit of liability before the act, error or omission involved in the "loss" is committed; or
  - b.** For the purposes of any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, a "specified subcontractor" if the amount of that limit of liability is not less than the "required specified subcontractor's insurance", unless we have given you our prior written consent to the amount of that limit of liability before the "pollution conditions" involved in the "loss" commences.
- 4.** "Auto" means:
  - a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b.** Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 5.** "Auto transportation pollution conditions" means any "pollution conditions" that:
  - a.** Arise out of the ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any "insured" that:

- (1)** Is being used to transport the "pollutants", or any property in which the "pollutants" are contained, to or from a job site where "covered operations" are being performed; and

- (2)** Is not located within the boundaries of a job site where "covered operations" are being performed; and

- b.** Commence during such transportation or during the "loading or unloading" of such "auto".
- 6.** "Bodily injury":
  - a.** Means any harm, including sickness or disease, to the health of a person and including death resulting therefrom.
  - b.** Includes mental anguish, injury or illness, or emotional distress.

"Loss" because of "bodily injury" includes reasonable and necessary expenses incurred to perform medical monitoring for physical harm, including sickness or disease, to the health of a person.
- 7.** "Boundaries" includes above or below ground areas for a "covered location" that are above or below the area of the ground that is within the boundary lines of such "covered location".
- 8.** "Building information modeling services" means the creation, maintenance, use or modification of, or input into, any digital model or digital representation that is part of a computer-assisted design or drafting system or program.
- 9.** "Business activities" means:
  - a.** Your regular business activities occurring at a "covered location"; and
  - b.** The tenantability of a "covered location" if you lease such "covered location" to others.
- 10.** "Business day" means a day that you are normally open for business.
- 11.** "Business income" means the sum of the following:
  - a.** Net Income (Net Profit or Loss before income taxes) that would have been earned from or incurred for a "covered location", including rental income from any tenants if you lease such "covered location" to others; and
  - b.** Continuing normal operating expenses incurred, including payroll.

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- 12.** "Business interruption loss" means:
- a.** Actual loss of "business income" you sustain due to the necessary "suspension" of "business activities" at a "covered location" during the "business interruption period of restoration"; and
  - b.** Reasonable and necessary expenses that the you incur after the "pollution conditions" commenced to reduce actual loss of "business income" that would be otherwise covered under Business Interruption For On-Site Pollution Clean-Up Costs Losses in Site Pollution Liability Coverage, but only up to the amount that such loss of "business income" we would otherwise pay is actually reduced.
- 13.** "Business interruption period of restoration":
- a.** Means the period of time that:
    - (1)** Begins at the time when there is a necessary "suspension" of "business activities" as a result of the "pollution conditions", and after application of the "business interruption waiting period"; and
    - (2)** Ends with the earliest of:
      - (a)** The date when the "covered location" reasonably should be restored to a condition which allows the resumption of "business activities";
      - (b)** The date when "business activities" are resumed at a new permanent location; or
      - (c)** The last "business day" of the Maximum Period Of Restoration For Business Interruption For On-Site Pollution Clean-Up Costs Losses shown for the Site Pollution Liability Coverage Form - Claims-Made in Item **3.** of the *Travelers ECP Custom* Declarations. If a number of "business days" is not shown for such Maximum Period Of Restoration in the *Travelers ECP Custom* Declarations, that Maximum Period Of Restoration will be 30 "business days".
  - b.** Does not include any increase in the length of time needed for you to resume "business activities" caused by interference by any of your "employees" or any other person.
- c.** Will not be cut short by the end of the "policy period".
- 14.** "Business interruption waiting period" means the number of "business days" shown as the Waiting Period For Business Interruption For On-Site Pollution Clean-Up Costs Losses for the Site Pollution Liability Coverage Form - Claims-Made in Item **3.** of in the *Travelers ECP Custom* Declarations that must elapse after there is a necessary "suspension" of "business activities" as a result of the "pollution conditions". If a number of "business days" is not shown for such Waiting Period in the *Travelers ECP Custom* Declarations, that Waiting Period will be 10 "business days".
- 15.** "Claim" means:
- a.** For the purposes of any Contractors Professional Liability Coverage, a written demand alleging liability on the part of the "insured" for "loss" caused by an act, error or omission.
  - b.** For the purposes of any Contractors Indemnity For Design Professional's Liability Coverage, a written demand alleging liability on the part of the "design professional" for "loss" caused by an act, error or omission.
  - c.** For the purposes of any Contractors Indemnity For Subcontractor's Pollution Liability Coverage, a written demand alleging liability on the part of the "specified subcontractor" for "loss" caused by "pollution conditions".
  - d.** For the purposes of any "Pollution Liability Coverage", a written demand, notice, or assertion of a legal right, including a civil, or governmental administrative or regulatory proceeding, alleging liability on the part of the "insured" for "loss" caused by "pollution conditions".
- 16.** "Contractor waste non-owned disposal site pollution conditions" means "non-owned disposal site pollution conditions" that are a discharge, dispersal, seepage, migration, release or escape of waste that originated from a job site while "covered operations" are being performed at such job site.
- 17.** "Covered location" means any location listed as a Covered Location for the Site Pollution Liability Coverage Form - Claims-Made in Item **3.** of the *Travelers ECP Custom* Declarations.
- 18.** "Covered non-owned disposal site" means any "disposal site" that:

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- a.** Is not, and was not at any time, owned or operated by any "insured";
- b.** Is located in the United States of America (including its territories and possessions), Puerto Rico or Canada;
- c.** At the time such site received the "named insured's" waste that is involved in the "non-owned disposal site pollution conditions":
  - (1)** Was properly authorized, by being granted a license or permit, to accept and dispose of that type of waste; and
  - (2)** Was in compliance with all applicable federal, state, provincial, tribal or local laws, regulations or statutes, or governmental, judicial or administrative orders or directives;
- d.** At the time such site received the "named insured's" waste that is involved in the "non-owned disposal site pollution conditions", was not subject to any Federal Information request made to any person or organization under Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act or any of its amendments or Section 3007(a) of the Resource Conservation and Recovery Act or any of its amendments, or any equivalent request under any state, provincial, tribal or local law, regulation or statute; and
- e.** At the time such site received the "named insured's" waste that is involved in the "non-owned disposal site pollution conditions", was not a "Superfund or other government-identified contaminated site".

**19.** "Covered operations" means any operations performed for others by you or on your behalf listed as Covered Operations for the Contractors Pollution Liability Coverage Form - Claims-Made or the Contractors Pollution Liability Coverage Form in Item **3.** of the *Travelers ECP Custom Declarations*.

**20.** "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with the "pollution conditions" involved.

**21.** "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from the "pollution conditions" involved by maintaining or restoring public

confidence in you.

**22.** "Crisis management services expenses" means amounts you incur that are:

- a.** For actions taken within the first 21 days after the first discovery, or other knowledge, of the "pollution conditions" involved by any "responsible person";
- b.** For:
  - (1)** The reasonable and necessary:
    - (a)** Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for the "pollution conditions" involved; and
    - (b)** Costs for printing, advertising, mailing of materials, or travel by your "executive officers", directors, "employees" or agents, or by a "crisis management advisor", solely for the "pollution conditions" involved;
  - (2)** The following expenses resulting from the "pollution conditions" involved, provided that such expenses have been approved by us:
    - (a)** Medical expenses;
    - (b)** Funeral expenses;
    - (c)** Psychological counseling;
    - (d)** Temporary living expenses; or
    - (e)** Expenses to secure the scene of the "pollution conditions"; or
  - (3)** Any other expenses resulting from the "pollution conditions" involved that have been approved by us; and
- c.** Are submitted to us within 180 days after the "crisis management advisor" advises you that "crisis management services" are no longer necessary for the "pollution conditions" involved.

**23.** "Deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.

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**24. "Defense expenses":**

**a.** Means any of the following which can be directly allocated to a particular "claim", "emergency response costs" loss under any Contractors Pollution Liability Coverage or any Contractors Asbestos Pollution Liability Coverage or "on-site pollution clean-up costs" loss under any Site Pollution Liability Coverage:

- (1)** Reasonable and necessary fees, costs and expenses of attorneys or other authorized representatives where permitted, for legal services, whether by outside or staff representatives;
- (2)** Reasonable and necessary fees, costs and expenses of court or alternative dispute resolution proceedings and other specific items of expense, whether incurred by an outside vendor or by any of our employees, including:
  - (a)** Expert testimony;
  - (b)** Autopsy;
  - (c)** Witnesses and summonses;
  - (d)** Copies of documents such as birth and death certificates and medical treatment records;
  - (e)** Surveillance or other professional investigations which are conducted as part of handling of a "claim", "emergency response costs" loss or "on-site pollution clean-up costs" loss; and
  - (f)** Loss prevention and engineering services which are conducted as part of handling of a "claim", "emergency response costs" loss or "on-site pollution clean-up costs" loss;
- (3)** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds and do not have to furnish these bonds;
- (4)** All reasonable expenses incurred at our request by the "insured" who is an individual to assist us in the investigation or defense of the "claim", "emergency response costs" loss or "on-site pollution clean-up costs" loss, including actual loss of earnings of up to \$500 a day by that individual because of

time taken off from work; or

**(5)** All costs taxed against the "insured" in the civil, or governmental administrative or regulatory proceeding, for that part of the judgment or order we pay. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

**b.** Does not include:

- (1)** Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs **a.(1)** or **a.(2)** above incurred while handling a "claim", "emergency response costs" loss or "on-site pollution clean-up costs" loss;
- (2)** Fees paid to independent claims professionals (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a "claim" so that a determination can be made of the cause or extent of, or responsibility for, "loss", including evaluation and settlement of "claims" to which this insurance applies;
- (3)** Any prejudgment interest awarded against the "insured";
- (4)** Any interest on a judgment that accrues after entry of the judgment;
- (5)** Any expense to test for, monitor, clean up, remove, contain, treat, dispose of, detoxify or neutralize, or assess the effects of, "pollutants", "fungi" or bacteria; or
- (6)** Any expense to restore, repair or replace real or personal property of others to substantially the same condition as it was before the property was damaged by or on behalf of an "insured" during the course of performing any operations described in Paragraph **(5)** above.

**25. "Design professional"** means a person, other than any "named insured's" employee, or an organization, if such person or organization:

- a.** Agrees in a written contract or agreement to perform "your contractor professional services"; and
- b.** Is legally qualified to perform such services, or confirms that any other person or

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organization performing such services on its behalf is legally qualified to perform such services, if such legal qualification is required by applicable laws or regulations.

**26.** "Design professional's insurance" means any professional liability insurance available to the "design professional" as a named insured for "your contractor professional services" and includes any deductible, self-insured retention or coinsurance obligation under that insurance.

**27.** "Disposal site":

- a.** Means a premises, site or location that is or was at any time used by or for any "insured" or others for the handling, storage, disposal, processing or treatment of waste.
- b.** Does not include a premises, site or location that:
  - (1)** Is located within the boundaries of a job site where "covered operations" are being performed; and
  - (2)** Is not being used by you or on your behalf for the disposal, processing or treatment of waste.

**28.** "Electronic data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

**29.** "Emergency response costs" means reasonable and necessary expenses incurred by you or on your behalf that:

- a.** Are for actions taken within the first ten days after the first discovery, or other knowledge, of the "pollution conditions" by any "insured"; and
- b.** Are to abate, remove or remediate the "pollution conditions" in response to an imminent and substantial threat of "bodily injury" or an imminent and substantial threat to the environment.

**30.** "Employee":

- a.** Includes:
  - (1)** A former or retired employee; and
  - (2)** A "leased worker".
- b.** Does not include a "temporary worker".

**31.** "Environmental damage":

- a.** Means the harmful or damaging presence of "pollutants" that results in "pollution clean-up costs".
- b.** Does not include "property damage".

**32.** "Environmental laws" means any federal, state, provincial, tribal or local law, regulation or statute, or any governmental, judicial or administrative order or directive, governing liabilities or responsibilities of the "insured" with respect to "pollution conditions".

**33.** "Executive officer" means any person holding an officer position created by an organization's charter, constitution, by-laws or any other similar governing document.

**34.** "Faulty work incident" means any defect, deficiency, inadequacy or dangerous condition in "your work" that is neither expected nor intended from the standpoint of any "insured".

**35.** "First Named Insured" means the first person or organization stated in Item **1.** of the *Travelers ECP Custom Declarations*.

**36.** "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**37.** "Fungi or bacteria conditions" means the discharge, dispersal, seepage, migration, release or escape of "fungi" or bacteria, provided that no part of such discharge, dispersal, seepage, migration, release or escape is expected or intended from the standpoint of the "insured". The growth or reproduction of "fungi" or bacteria at a premises, site or location beyond amounts and concentrations naturally present at that premises, site or location will be deemed to be a discharge, dispersal, seepage, migration, release or escape of "fungi" or bacteria.

**38.** "Insured" means:

- a.** Any "named insured";
- b.** The "named insured's" legal representative if the "named insured" dies or if the "named insured" is declared mentally incompetent, but only with respect to duties as such. That representative will have all rights and duties of such "named insured" under this policy;
- c.** Only for the purposes of:
  - (1)** Any Contractors Professional Liability Coverage, and only with respect to the conduct of the "named insured's" contractor business;

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- (2) Any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and only with respect to the conduct of "covered operations" for the "named insured's" business; and
- (3) Any Site Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "operator waste non-owned disposal site pollution conditions", and only with respect to the conduct of the "named insured's" business;

the following persons or organizations:

- (1) The "named insured's" spouse if such "named insured" is designated in the *Travelers ECP Custom* Declarations as an individual, but only with respect to a business of which:
- (a) Such "named insured" is the sole owner; or
- (b) Such "named insured" and spouse are the sole owners;
- (2) The "named insured's" partners, members and their spouses, if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a partnership or joint venture;
- (3) The "named insured's" members if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability company;
- (4) The "named insured's" managers if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability company, but only with respect to their duties as such "named insured's" managers;
- (5) The "named insured's" "executive officers" and directors if such "named insured" is designated in the *Travelers ECP Custom* Declarations as an organization other than a partnership, joint venture or limited liability company, but only with respect to their

duties as such "named insured's" "executive officers" or directors;

- (6) The "named insured's" stockholders if such "named insured" is designated in the *Travelers ECP Custom* Declarations as an organization other than a partnership, joint venture or limited liability company, but only with respect to their liability as such "named insured's" stockholders; and
- (7) The "named insured's" "employees", other than either the "named insured's" managers (if it is a limited liability company) or the "named insured's" "executive officers" (if it is an organization other than a partnership, joint venture or limited liability company), but only for acts within the scope of their employment by such "named insured" or for their performance of duties related to the conduct of such "named insured's" business.

However, none of these "employees" are "insureds" for:

- (a) "Loss" because of "bodily injury":
- (i) To any "named insured", to any "named insured's" partners or members (if it is a partnership or joint venture), to any "named insured's" members (if it is a limited liability company), or to a co-"employee" while in the course of such co-"employee's" employment or performing duties related to the conduct of the "named insured's" business;
- (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of "bodily injury", or as a consequence of the employment or performance of duties of that co-"employee", described in Paragraph (a)(i) above; or
- (iii) For which there is any obligation to share "loss" with or repay someone else who must pay "loss" because of the injury described in Paragraphs (a)(i) or (ii) above; or

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**(b)** "Property damage" to, or "pollution clean-up costs" for, property:

- (i)** Owned, occupied or used by; or
- (ii)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

any "named insured" or any of its "employees", any "named insured's" partners or members (if it is a partnership or joint venture), or any "named insured's" members (if it is a limited liability company). For the purposes of any Contractors Professional Liability Coverage, this exclusion does not apply to "property damage" to any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where operations are being performed by or on behalf of such "named insured" that are part of such "named insured's" contractor business. For the purposes of any Contractors Pollution Liability Coverage and any Contractors Asbestos Pollution Liability Coverage, this exclusion does not apply to "property damage" to, or "pollution clean-up costs" for, any premises, site or location that is temporarily rented or occupied by, or temporarily loaned to, the "named insured" exclusively for any job site where "covered operations" are being performed;

**d.** Only for the purposes of:

- (1)** Any Contractors Professional Liability Coverage, and only with respect to the conduct of the "named insured's" contractor business; and
- (2)** Any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and only with respect to the conduct of "covered operations" for the

"named insured's" business;

the following persons or organizations:

- (1)** The "named insured's" former or retired partners who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired partner if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a partnership, but only for their performance of duties under such contract or agreement;
- (2)** The "named insured's" former or retired members who are individuals and whom such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired member if such "named insured" is designated in the *Travelers ECP Custom* Declarations as a limited liability company but only for their performance of duties under such contract or agreement; and
- (3)** The "named insured's" former or retired "employees" that such "named insured" hires or retains as independent contractors in a contract or agreement with that former or retired "employee" but only for their performance of duties under such contract or agreement.

However, none of these "employees" are "insureds" for:

- (a)** "Loss" because of "bodily injury" described in Paragraph **c.(7)(a)** above; or
- (b)** "Property damage" or "pollution clean-up costs" described in Paragraph **c.(7)(b)** above; and

**e.** Only for the purposes of:

- (1)** Any Contractors Pollution Liability Coverage;
- (2)** Any Contractors Asbestos Pollution Liability Coverage; and
- (3)** Any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions";

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any person or organization that the "named insured" agreed in a written contract or agreement to include as an additional insured under this insurance.

However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up costs" arising out of "covered operations" performed by or on behalf of any "named insured" and only to the extent that the "pollution conditions" are caused by acts or omissions of any "named insured" or any of such "named insured's" subcontractors.

Also, the insurance provided to such person or organization is subject to the following provisions:

- (1) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract or agreement, or the limits shown in the *Travelers ECP Custom Declarations*, whichever are less.
- (2) The insurance provided to such person or organization does not apply to any:
  - (a) "Bodily injury", "property damage" or "pollution clean-up costs" resulting from:
    - (i) "Pollution conditions" that commenced before the written contract or agreement was signed by the "named insured"; or
    - (ii) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before the written contract or agreement was signed by the "named insured"; or
  - (b) "Bodily injury", "property damage" or "pollution clean-up costs" arising out of any "named insured's" operation, maintenance, or use of equipment rented or leased from

that person or organization if the "pollution conditions" commenced after the equipment lease expires.

39. "Insured contract" means that part of any contract or agreement pertaining to "covered operations" or "your contractor professional services" under which the "named insured" assumes the "tort liability" of another to pay "loss" sustained or incurred by others.
40. "Lead pollution conditions" means any "pollution conditions" that are the discharge, dispersal, seepage, migration, release or escape of lead, lead compounds or any material or substance that contains or incorporates lead.
41. "Leased worker":
  - a. Means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
  - b. Does not include a "temporary worker".
42. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft or into or onto a wheeled vehicle designed for travel on railroad tracks;
  - b. While it is in or on an "auto", aircraft or watercraft or in or on a wheeled vehicle designed for travel on railroad tracks; or
  - c. While it is being moved from an "auto", aircraft or watercraft or from a wheeled vehicle designed for travel on railroad tracks to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft or to the wheeled vehicle designed for travel on railroad tracks.
43. "Loss" means:
  - a. For the purposes of any Contractors Professional Liability Coverage:
    - (1) Compensatory damages; and
    - (2) Punitive or exemplary damages if such damages are insurable under applicable law.

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**b.** For the purposes of Pollution Legal Liability under any Contractors Pollution Liability Coverage, Third-Party Pollution Legal Liability under any Site Pollution Liability Coverage and Asbestos Pollution Legal Liability under any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage:

- (1)** Compensatory damages because of "bodily injury" or "property damage";
- (2)** Punitive or exemplary damages because of "bodily injury" or "property damage" if such damages are insurable under applicable law;
- (3)** "Pollution clean-up costs";
- (4)** Prejudgment interest awarded against the "insured" on that part of the judgment which we pay, which exceeds the applicable deductible and which is within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, "loss" does not include any prejudgment interest based on that period of time after the offer;
- (5)** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, "loss" does not include any interest that accrues on that portion of the judgment; and
- (6)** The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for "loss" to which this insurance applies and which is within the applicable limit of insurance. We will pay, or reimburse the "insured" for, the cost of a higher appeal bond amount if we are required to do so under applicable law. We will not be the principal under any appeal bond and do not have to furnish any appeal bond.

**c.** For the purposes of Emergency Response Costs under any Contractors Pollution Liability Coverage and Asbestos Emergency Response Costs under any Contractors Asbestos Pollution Liability Coverage,

"emergency response costs".

- d.** For the purposes of On-Site Pollution Clean-Up Costs under any Site Pollution Liability Coverage, "on-site pollution clean-up costs".
- e.** For the purposes of Business Interruption For On-Site Pollution Clean-Up Costs Losses under any Site Pollution Liability Coverage, "business interruption loss".
- f.** For the purposes of any Contractors Indemnity For Design Professional's Liability Coverage:
  - (1)** Compensatory damages; and
  - (2)** Prejudgment interest awarded against the "design professional" on that part of the judgment which we pay and which is within the applicable limit of insurance.
- g.** For the purposes of any Contractors Indemnity For Subcontractor's Pollution Liability Coverage:
  - (1)** Compensatory damages; and
  - (2)** Prejudgment interest awarded against the "specified subcontractor" on that part of the judgment which we pay and which is within the applicable limit of insurance.
- h.** For the purposes of any Contractors Professional Liability Loss Mitigation Expenses Coverage, "professional liability loss mitigation expenses".
- i.** For the purposes of any Contractors Pollution Loss Mitigation Expenses Coverage, "pollution loss mitigation expenses".
- j.** For the purposes of any Crisis Management Services Expenses For Pollution Liability Coverage, "crisis management services expenses".

**44.** "Low-level radioactivity pollution conditions":

- a.** Means any "pollution conditions" that are the discharge, dispersal, seepage, migration, release or escape of:
  - (1)** Low-level radioactive waste as defined in Title 10 Code of Federal Regulations as of the first day of the "policy period"; or
  - (2)** Material regulated by the United States Nuclear Regulatory Commission or an Agreement State under a Type A, B or C

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Specific License of Broad Scope as defined in Title 10 Code of Federal Regulations, Part 33.11.

- b. Does not include radium, potassium, thorium or uranium, or any other naturally occurring radioactive material, regardless of whether it has been technically enhanced.

**45.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises any "named insured" owns or rents;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers; or
- f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

**46.** "Named insured" means:

- a. Any person or organization stated in Item **1.** of the *Travelers ECP Custom Declarations*; or
- b. Any organization, other than a partnership, joint venture or limited liability company, that is acquired or formed during the "policy period" by any organization described in Paragraph **a.** above, and of which such described organization is the sole owner or in which such described organization maintains an ownership interest of more than 50%, if there is no other similar insurance available to that acquired or formed organization. However:
  - (1) Coverage under this provision is afforded only until the 90th day after such acquisition or formation or the end of the "policy period", whichever is earlier;
  - (2) Any Contractors Professional Liability Coverage, any Contractors Professional Liability Loss Mitigation Expenses Coverage and any Contractors Indemnity For Design Professional's Liability Coverage does not apply to any act, error or omission that is committed before such acquisition or formation; and
  - (3) Any "Pollution Liability Coverage" or any Contractors Indemnity For Subcontractor's Pollution Liability Coverage does not apply to any "pollution conditions" that commence before such acquisition or formation.

For the purposes of the definition of "insured", each such acquired or formed organization will be deemed to be designated in the *Travelers ECP Custom*

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Declarations as an organization other than a partnership, joint venture or limited liability company.

**47.** "Natural resources" means land, fish, wildlife, biota, air, surface or ground water, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any foreign government, any Indian tribe or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

**48.** "Non-owned disposal site pollution conditions" means any "pollution conditions" that:

- a.** Are at, on, under or from any "covered non-owned disposal site"; and
- b.** Are a discharge, dispersal, seepage, migration, release or escape of "pollutants" that have been transported as waste by or on behalf of the "named insured" to such "covered non-owned disposal site".

**49.** "On-site pollution clean-up costs" means "pollution clean-up costs" incurred by you or on your behalf for only the part of the "pollution conditions" that is within the "boundaries" of the "covered location" where the discharge, dispersal, seepage, migration, release or escape of the "pollutants" commences.

**50.** "Operator waste non-owned disposal site pollution conditions" means "non-owned disposal site pollution conditions" that are a discharge, dispersal, seepage, migration, release or escape of waste that originated from a "covered location".

**51.** "Policy period" means the Policy Period shown in Item **2.** of the *Travelers ECP Custom Declarations*.

However, if this policy is canceled, the "policy period" ends on the effective date of the cancellation. If any coverage is added after this policy is in effect, in a coverage form or by endorsement issued by us as part of this policy, "policy period" for that coverage means the period in which such coverage form or endorsement is in effect. If any coverage of this policy or any coverage added by endorsement is cancelled, the "policy period" for that coverage ends on the effective date of the cancellation.

**52.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis,

chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**53.** "Pollution clean-up costs":

**a.** Means:

**(1)** Reasonable and necessary expenses incurred for "pollution conditions" to test for, monitor, clean up, remove, contain, treat, dispose of, detoxify or neutralize, or assess the effects of:

**(a)** "Pollutants" to the extent required by "environmental laws" governing the "pollution conditions"; or

**(b)** "Fungi" or bacteria:

**(i)** To the extent required by "environmental laws" governing the "pollution conditions"; or

**(ii)** In the absence of any applicable "environmental laws", to the extent recommended in writing by a Certified Industrial Hygienist or a certified or licensed mold professional; and

**(2)** Reasonable and necessary expenses required to restore, repair or replace real or personal property of others to substantially the same condition as it was immediately before the "pollution conditions" if such property is damaged by or on behalf of the "insured" during the course of responding to "pollution conditions" by performing any operations described in Paragraph **(1)** above.

**b.** Does not include any expenses incurred to perform medical monitoring for any "bodily injury".

**54.** "Pollution conditions":

**a.** For the purposes of any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", means:

**(1)** The discharge, dispersal, seepage, migration, release or escape of "pollutants", provided that no part of such discharge, dispersal, seepage, migration, release or escape is expected or intended from the standpoint of the

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"insured"; or

(2) "Fungi or bacteria conditions".

b. For the purposes of any Site Pollution Liability Coverage, and any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "operator waste non-owned disposal site pollution conditions":

(1) Means the discharge, dispersal, seepage, migration, release or escape of "pollutants".

(2) Does not include the discharge, dispersal, seepage, migration, release or escape of any:

(a) "Fungi" or bacteria; or

(b) Virus or other microorganism that induces or is capable of inducing physical distress, illness or disease.

55. "Pollution Liability Coverage" means any of the following:

- a. Contractors Pollution Liability Coverage;
- b. Site Pollution Liability Coverage;
- c. Non-Owned Disposal Site Pollution Legal Liability Coverage; or
- d. Contractors Asbestos Pollution Liability Coverage.

56. "Pollution loss mitigation expenses":

a. Means reasonable and necessary expenses that:

(1) Are incurred:

(a) For actions taken within the first ten days after the first discovery, or other knowledge, of the "faulty work incident" by any "insured"; and

(b) For the purposes of preventing "pollution conditions" from being caused by such "faulty work incident"; and

(2) Are to correct or mitigate such "faulty work incident" to avoid or reduce the risk of an imminent and substantial threat of "bodily injury", or an imminent and substantial threat to the environment, that would exist if "pollution conditions" resulted from such "faulty work incident".

b. Does not include:

(1) "Emergency response costs" or any other expense incurred after any "pollution conditions" resulting from such "faulty work incident" commence;

(2) Any expense for loss of use of any project or delay in completion of any project, including any amounts that represent liquidated damages that would have been incurred if a "claim" had been made against any "insured" for "loss" caused by "pollution conditions" resulting from such "faulty work incident";

(3) Any expense that would exceed the amount of "loss" under any Contractors Pollution Liability Coverage in "your ECP coverage forms" if such "faulty work incident" had resulted in a "claim" against any "insured" for "loss" to which such insurance applies;

(4) Any expense for work or operations performed by any "insured" to redo, change, supplement or fix "your work", including redesign, or for materials, parts or equipment furnished in connection with such work or operations, or any profit or overhead of any "insured", including any salary of, or benefit for, any of the "named insured's" "employees", any of the "named insured's" current or former partners or members (if the "named insured" is a partnership or joint venture), any of the "named insured's" current or former members (if the "named insured" is a limited liability company), or any of the "named insured's" "executive officers" or directors (if the "named insured" is an organization other than a partnership, joint venture or limited liability company); or

(5) Any expenses that are for an enhancement of "your work".

57. "Professional liability loss mitigation expenses":

a. Means reasonable and necessary expenses that:

(1) Are described in the "proposed corrective actions" and have not been objected to in writing by us; and

(2) Are incurred:

(a) To correct or mitigate an act, error or omission that results from the performance of, or failure to

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perform, "your contractor professional services" by or on behalf of any "named insured"; and

- (b) For the purposes of preventing a "claim" against the "insured" for "loss" caused by such act, error or omission.
- b. Includes reasonable and necessary expenses payable to a third-party software consulting company that:
  - (1) Are incurred for loss of, or damage to, information that results from an inherent malfunction, including erroneous calculations or modeling, of any software that:
    - (a) You use in "building information modeling services";
    - (b) You purchased from a third-party vendor; and
    - (c) Was not modified by you or on your behalf; and
  - (2) Are not recoverable under any warranty or guaranty.
- c. Does not include:
  - (1) Any expense incurred after a "claim" is made against any "insured" for "loss" caused by such act, error or omission;
  - (2) Any expense for loss of use of any project or delay in completion of any project, including any amounts that represent liquidated damages that would have been incurred if a "claim" had been made against any "insured" for "loss" caused by such act, error or omission;
  - (3) Any expense that would exceed the amount of "loss" under any Contractor Professional Liability Coverage in "your ECP coverage forms" if such act, error or omission had resulted in a "claim" against any "insured" for "loss" to which such insurance applies;
  - (4) Any expense for work or operations performed by any "insured" to redo, change, supplement or fix "your work", including redesign, or for materials, parts or equipment furnished in connection with such work or operations, or any profit or overhead of any "insured", including any salary of, or benefit for, any of the "named insured's" "employees", any of the "named

insured's" current or former partners or members (if the "named insured" is a partnership or joint venture), any of the "named insured's" current or former members (if the "named insured's" is a limited liability company), or any of the "named insured's" "executive officers" or directors (if the "named insured" is an organization other than a partnership, joint venture or limited liability company); or

- (5) Any expenses that are for an enhancement of "your work".

**58.** "Property damage":

- a. Means:
  - (1) Physical damage to tangible property of others, including all resulting loss of use of that property and including diminished value of that property; or
  - (2) Loss of use of tangible property of others that is not physically damaged.

b. Does not include "environmental damage".

For the purposes of this insurance:

- a. "Natural resources" are tangible property; and
- b. "Electronic data" is not tangible property.

**59.** "Proposed corrective actions" means a written communication that provides:

- a. The details of the actions that are planned to correct or mitigate the act, error or omission; and
- b. The amount of the expenses anticipated to be incurred in performing such actions.

**60.** "Related" means:

- a. Continuous or repeated; or
- b. Connected, tied or linked by any fact, circumstance, situation, event, transaction, cause or series of interrelated facts, circumstances, situations, events, transactions or causes.

**61.** "Required design professional's insurance":

- a. Means the Required Design Professional's Insurance shown in Item **9.** of the *Travelers ECP Custom* Declarations, which is the minimum amount of professional liability insurance you must require the "design professional" to obtain for "your contractor professional services".

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- b.** Does not include insurance provided by any of the following:
  - (1)** A Commercial General Liability insurance policy or any of its endorsements;
  - (2)** The part of an Umbrella or Excess Liability insurance policy or any of its endorsements that applies excess of Commercial General Liability insurance; or
  - (3)** Professional liability insurance that is subject to the same aggregate limit of insurance as any insurance described in Paragraph **(1)** or **(2)** above.

**62.** "Required specified subcontractor's insurance":

- a.** Means the Required Specified Subcontractor's Insurance shown in Item **10.** of the *Travelers ECP Custom Declarations*, which is the minimum amount of pollution liability insurance you must require the "specified subcontractor" to obtain for "covered operations".
- b.** Does not include insurance provided by any of the following:
  - (1)** A Commercial General Liability insurance policy or any of its endorsements;
  - (2)** The part of an Umbrella or Excess Liability insurance policy or any of its endorsements that applies excess of Commercial General Liability insurance; or
  - (3)** Pollution liability insurance that is subject to the same aggregate limit of insurance as any insurance described in Paragraph **(1)** or **(2)** above.

**63.** "Responsible person":

- a.** Means any of the following:
  - (1)** The "named insured" or the "named insured's" spouse (if the "named insured" is an individual);
  - (2)** Any person while he or she is:
    - (a)** Any "named insured's" partner or member, or his or her spouse, (if such "named insured" is a partnership or joint venture);
    - (b)** Any "named insured's" manager (if such "named insured" is a limited liability company);
    - (c)** Any "named insured's" "executive

officer" or director (if such "named insured" is an organization other than a partnership, joint venture or limited liability company); or

**(d)** Any "employee" of any "named insured" who is or acts as the "named insured's" risk manager; or

**(3)** Any person while he or she is:

**(a)** A partner or member of any organization that is a partnership or joint venture;

**(b)** A manager of any organization that is a limited liability company;

**(c)** An "executive officer" or director of any organization other than a partnership, joint venture or limited liability company; or

**(d)** An "employee" of any of such organizations who is or acts as such organization's risk manager;

if such organization is any "named insured's" partner or member (if such "named insured" is a partnership or joint venture) or manager (if such "named insured" is a limited liability company).

**b.** For the purposes of any Contractors Pollution Liability Coverage, any Contractors Asbestos Pollution Liability Coverage, any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions", and any Crisis Management Services Expenses For Pollution Liability Coverage, also means any person while he or she is:

**(1)** An "employee" of any "named insured" who is responsible for environmental health and safety, or environmental affairs, control or compliance at the "named insured's" job site; or

**(2)** An "employee" of any organization described in Paragraph **a.(3)(a), (b)** or **(c)** above who is responsible for environmental health and safety, or environmental affairs, control or compliance at such organization's job site.

**c.** For the purposes of any Site Pollution Liability Coverage, any Non-Owned Disposal Site Pollution Legal Liability Coverage if the

**POLLUTION AND CONTRACTORS PROFESSIONAL LIABILITY**

"non-owned disposal site pollution conditions" are "operator waste non-owned disposal site pollution conditions", and any Crisis Management Services Expenses For Pollution Liability Coverage, also means any person while he or she is:

- (1) An "employee" of any "named insured" who is responsible for environmental health and safety, or environmental affairs, control or compliance; or
- (2) An "employee" of any organization described in Paragraph **a.(3)(a), (b) or (c)** above who is responsible for environmental health and safety, or environmental affairs, control or compliance.

**64.**"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

**65.**"Silica pollution conditions":

- a. Means any "pollution conditions" that are the discharge, dispersal, seepage, migration, release or escape of "silica" or "silica-related dust".
- b. Does not include any "pollution conditions" to the extent that such "pollution conditions" cause "emergency response costs".

**66.**"Silica-related dust" means a mixture or combination of "silica" and other dust or particles.

**67.**"Specified subcontractor" means a person, other than any "named insured's" employee, or an organization, if such person or organization agrees in a written contract or agreement to perform "covered operations".

**68.**"Specified subcontractor's insurance" means any pollution liability insurance available to the "specified subcontractor" as a named insured for "covered operations" and includes any deductible, self-insured retention or coinsurance obligation under that insurance.

**69.**"Superfund or other government-identified contaminated site" means any premises, site or location that:

- a. Has been placed on, or proposed for, the National Priorities List, any Superfund list or any equivalent state, tribal or local list, for or in the United States of America, including its territories and possessions and Puerto Rico; or

- b. Has been placed in, or proposed for, the National Contaminated Site Remediation Program, any similar program or any equivalent provincial, tribal or local program, for or in Canada, including its territories and possessions.

**70.**"Suspension" means:

- a. The partial or complete cessation of your "business activities"; or
- b. That a part or all of a "covered location" is rendered untenable if you lease such "covered location" to others.

**71.** "Temporary worker" means a person who is furnished to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**72.** "Tort liability" means a liability that would be imposed by law in the absence of any contract or agreement.

**73.** "Transportation pollution conditions" means any "pollution conditions":

- a. That are not at, on, under or from a "covered location"; and
- b. That:
  - (1) Are from any "auto", rolling stock or watercraft, while such "auto", rolling stock or watercraft is being used to transport the "pollutants", or any property in which the "pollutants" are contained, by the "named insured", or by a carrier on behalf of the "named insured", to or from a "covered location" if the transporter is properly licensed to conduct such transportation, or
  - (2) Commence during the handling of such "pollutants" or property for "loading or unloading" in, on or from such "auto", rolling stock or watercraft.

**74.** "Your ECP coverage forms" means the coverage forms that you have purchased, as shown in Item **3.** of the *Travelers ECP Custom Declarations*.

If such coverage forms include any of the following coverages, such coverage is not considered to provide liability coverage as used in this policy:

- a. Contractors Professional Liability Loss Mitigation Expenses Coverage.
- b. Contractors Pollution Loss Mitigation Expenses Coverage.
- c. Contractors Indemnity For Design Professional's Liability Coverage.

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- d. Contractors Indemnity For Subcontractor's Pollution Liability Coverage.
- e. Crisis Management Services Expenses For Pollution Liability Coverage.

**75. "Your contractor professional services":**

- a. Means any of the following services:
  - (1) Architect, engineer or surveyor professional services, including:
    - (a) Design and value engineering; and
    - (b) Professional services of:
      - (i) A landscape architect;
      - (ii) A land surveyor or planner; or
      - (iii) An interior designer or space planner;
  - (2) Scientific or technical consulting services; or
  - (3) Construction management, program management, project management or owner's representation services for a project on which the "named insured" serves as a construction manager, program manager, project manager or owner's representative.
- b. Includes:
  - (1) "Building information modeling services";
  - (2) Design, development, programming, analysis, training, use, hosting, management, support and maintenance of any software, database, internet services or website;
  - (3) Quality control or scientific review, assistance and documentation; and
  - (4) Material testing;

in connection with any of the services described in Paragraph **a.** above.

**76. "Your product":**

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed by:
    - (a) Any "named Insured";
    - (b) Others trading under any "named insured's" name; or
    - (c) A person or organization whose business or assets any "named insured" has acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of, or failure to provide, warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**77. "Your work":**

- a. Means:
  - (1) Work or operations performed by or on behalf of any "named insured"; and
  - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
  - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
  - (2) The providing of, or failure to provide, warnings or instructions.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

**XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

**PROVISIONS**

**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

**B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured**.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
02/09/2026

**THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.**

<b>AGENCY</b> Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404		<b>PHONE (A/C, No, Ext):</b> (415) 754-3635		<b>COMPANY</b> Travelers Property Casualty Company of America One Tower Square Hartford CT 6183	
<b>FAX (A/C, No):</b>		<b>E-MAIL ADDRESS:</b> certs@newfront.com		Hartford CT 6183	
<b>CODE:</b>		<b>SUB CODE:</b>		Hartford CT 6183	
<b>AGENCY CUSTOMER ID #:</b>		<b>INSURED</b> W. Bradley Electric, LLC 90 Hill Road Novato CA 94945		<b>LOAN NUMBER</b> POLICY NUMBER 660-0R378002	
90 Hill Road Novato CA 94945		<b>EFFECTIVE DATE</b> 06/15/2025		<b>EXPIRATION DATE</b> 06/15/2026	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

**PROPERTY INFORMATION**

**LOCATION/DESCRIPTION**

Re: Traffic Signal Upgrades Project.

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 EVIDENCE OF PROPERTY INSURANCE 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.

**COVERAGE INFORMATION**

PERILS INSURED  BASIC  BROAD  SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater, Special Form, Replacement Cost:	.	
At each Job Site Location	\$2,000,000	\$5,000
At All Covered Locations Combined	\$2,000,000	\$5,000
At each Temporary Storage Location	\$500,000	\$5,000
In Transit	\$500,000	\$5,000

**REMARKS (Including Special Conditions)**

Re: Traffic Signal Upgrades Project.

**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.

**ADDITIONAL INTEREST**

<b>NAME AND ADDRESS</b> City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda CA 94501	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	LOAN #	
	AUTHORIZED REPRESENTATIVE		