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SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ___ day of _____, 2026 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and **L SHOWMEE HOME SOLUTIONS LLC dba MURGREEN ENVIRONMENTAL COMPANY** California LLC, whose address is **2421 AZALEA AVENUE, TRACY, CA 95376,** ("**Provider**"), in reference to the following facts and circumstances:

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 Charter of the City.

B. The City is in need of the following services: a 5-Year On-Call Plumbing Maintenance Provider for the routine maintenance and physical repair work for the preservation and protection of City-owned buildings and facilities.

City staff published a notice in the newspaper on September 26th, 2025, and, after a submittal period of 25 days, received 2 timely submitted bids or proposals and selected the service provider that best meets the City's need for services.

C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.

E. The City and Provider desire to enter into an agreement for 5-Year On-Call Plumbing Maintenance Services, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of _May_ 2026, and shall terminate on the _30th__ day of June 2031, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included

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in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. Compensation for this contract shall not exceed $75,000 per year, for a total five-year compensation **not to exceed $375,000**. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City**.**

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Provider 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. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider 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. Provider 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, Provider 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 Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers 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 Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider 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 Provider's services. 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 Provider, its

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employees 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 compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider 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. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other 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. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider 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 Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees 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.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

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c. Provider's obligation to indemnify, defend and hold harmless Indemnitees 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, Provider shall furnish the 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 Sections 10.b. (1) through (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider'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."

Provider 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. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

___UFO_____
Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(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

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considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(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.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider 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 Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider 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 Provider's name or as an agent of Provider and shall be compensated by Provider 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 INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability 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

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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. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

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

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 Provider 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. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider 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. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. 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, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall

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result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, 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 the services and tasks hereunder.

15. REPORTS:

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

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider'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

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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.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all 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 by Provider for a period of three (3) years after receipt of final payment.

d. 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 this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

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

City of Alameda
Public Works Department
950 West Mall Sq. Ste 110
Alameda, CA 94501

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ATTENTION: Chandni Patel, Facilities Project Manager
Ph: (510) 747-7978

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

Murgreen Environmental Company
2421 Azalea Ave
Tracy, CA, 95376
ATTENTION: Felix Oviawe
Ph: (510) 332-2314

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Sq. Ste 110
Alameda, CA 94501
ATTENTION: Becka Merchant
Ph: (510) 747- 6868 / rmerchant@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, 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. Provider'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.

b. Provider will immediately notify the City 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. Provider 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 Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by

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Provider 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 thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, 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 Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, 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. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

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.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider 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. Provider 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. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider 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 Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider 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.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to 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

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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.

24. 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.

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, 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 Provider.

26. PREVAILING WAGES:

Provider 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. Provider 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 Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider 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 Provider's principal place of business and at the project site. Provider 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.

27. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 27 through 29 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

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Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certaion 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. 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, § 16451(d).)

e. 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.

28. 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.

29. 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).

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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.

30. 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.

31. 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.

32. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

33. 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.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

L SHOWMEE HOME SOLUTIONS
dba MURGREEN ENVIORNMENTAL COMPANY
a California LLC

Uyiosa Felix Oviawe
President

Lape Oviawe
Vice President

CITY OF ALAMEDA
a municipal corporation

Adam Politzer
Interim City Manager

RECOMMENDED FOR APPROVAL

Signed by:
Erin Smith
325158B32737491...
Erin Smith
Public Works Director

APPROVED AS TO FORM
City Attorney

Signed by:
Len Aslanian
5603710AC04544F...
Len Aslanian
Assistant City Attorney

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Exhibit A

66 Franklin St Ste 300 | 209-207-3917 Tel
Oakland, CA 94607 | 209-340-0158 Fax

MURGREEN
City of Alameda, CA

Table 1. Murgreen – Scope of Services	
No.	**Task Name**
1.	Routine and On-Call Services • Respond to requests for service on-an on-call basis, including emergency and non-emergency repairs. • Troubleshoot, diagnose, and repair leaks, clogs, blockages, and water pressure issues. • Repair, replace or install plumbing fixtures such as sinks, faucets, toilets, urinals, showers, drinking fountains, and hose bibs. • Maintain and repair domestic hot water systems, including storage tanks, instantaneous heaters, and recirculation lines • Inspect and repair sanitary sewer lines, drains cleanouts, and storm drainage piping. • Service and maintain natural gas piping, valves, and connections to equipment (exclusive of HVAC unit service). • Support code compliance upgrades and water efficiency improvements.
2.	Emergency Response • Provide 24/7 emergency response capability • Respond within two hours of notification for emergency calls affecting health, safety or facility operations • Provide temporary solutions where immediate permanent repairs are not feasible.
3.	Safe-Off and Temporary Support Services • Assist City departments and contractors with safe-off or isolation of plumbing systems (e.g, domestic water, sewer, or gas) to allow for construction, renovation, or maintenance projects. • Provide temporary bypass piping, connections or adjustments in support of City sponsored events, community programs or specials projects. • Coordinate reactivation and system verification once safe-off work is complete. • Ensure all lockout/tagout and safety procedures are followed in accordance with OSHA and industry standards.
4.	Additional services • Install new plumbing piping, fixtures and equipment as directed • Perform minor improvements and modifications to accommodate City operations • Coordinate with water, sewer, and gas utility providers when required • Ensure safe work practices and documentation of all activities

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Sewer System Maintenance Management and Planning Program

In the absence of a cleaning and inspection program the collection system is prone to defects. For example, fats, oils and grease can accumulate in the sewers causing clog or reduce pipe capacity. Clogging over years can eventually lead to sewer backups or even overflows causing serious damage to private property and posing an environmental threat. Every collection system requires routine maintenance and inspection to prevent this from happening. These activities are a combination of televising and cleaning the sewer lines in regular intervals.

Work Plan

Murgreen understands the benefits of proactive maintenance planning for sanitary sewer collection systems and our proposed work plan to meet the requirements of this scope will include the following:

1. ***Mobilization:*** During this phase, Murgreen management project manager/supervisor will complete the planning phase of the project including:

- Site Review
- Determination of any Special Traffic Control Situations Requirements
- Identification of Unobtrusive Decant locations.
- Review City's exiting sewer system GIS data
- Integrate City's GIS data into Murgreen ESRI Arc GIS platform workflow.
- Development of a Work Sequencing Plan
- Creation of Work Orders for Field Crew Operations leveraging ESRI Arc GIS workforce

2. ***Cleaning:*** Murgreen field crews will begin the cleaning operations one day ahead of the CCTV crew, in order to ensure smooth flow of work. The cleaning work will be completed in accordance with our firm's detailed standard operating procedures. We will use a Vactor Camel 2100 series sewer jetting and vacuuming truck to complete the cleaning operation. All field data will be collected in a handheld minicomputer for future reporting and data storage. This data can be provided in both electronic and hard copy format. Murgreen expects all cleaning activities to be completed in line with the City's schedule expectations.
3. ***Heavy cleaning:*** All debris will be removed from the sewer, including any debris that may have been washed up into any service connections (does not include

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known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This includes all grease, rocks, debris, sticks, etc. that will reduce the hydraulic capacity of the sewer and limit future maintenance access of remote equipment. This work will include an unlimited number of passes by high velocity hydro-cleaning equipment or a mechanical rodding bucket to remove excessive roots. A mechanical/hydraulic Spinner Nozzle may be used where necessary at additional cost to the city.

4. ***CCTV Inspection Mainline:*** Murgreen uses only PACP- certified trainers and technicians. Our technicians are not only certified but have years of experience and have completed over thousands of inspections on a wide variety of pipe sizes and types. For this project, we will utilize our RST/Subsite and Envirosight mainline inspection system with wheeled/tracked transporter and a RST/Envirosight camera optical zoom pan-and-tilt camera CCTV truck system to complete the inspections. All data will be collected and coded to NASSCO database through ***Granite Net, Pipetech and POSM software*** and data will be provided in a hard copy and electronic format in a flash drive. Murgreen expects all CCTV activities to be completed in line with the City's schedule expectations. All CCTV data are all integrates with Sewer AI model
5. ***Lateral Inspections:*** Murgreen utilizes IBAK and Envirosight lateral launch trucks and the launch trucks are run by our PACP/LACP certified operators. Murgreen staff will attempt to launch the lateral lines from the sewer mainlines first, and if it is not possible to launch, we will attempt lateral inspection from the property line clean-out or the foundation clean-out or roof vent access clean-out using a Vivax push road camera. If all attempt fails from clean-out access point, Murgreen will communicate with the city by either recommending a Clean-out install to complete the inspection work.
6. ***Smoke Testing mainlines:*** Murgreen trained smoke testing staff will deploy Pipeline Smoke tester equipment manufactured by Hurco Technologies to the Town. Prior to commencing this work, Murgreen will work with the city to design a smoke testing outreach program to the Citizens of the areas to be smoked tested and the duration of the project. We would collect system maps, provide traffic adjustments, deliver notifications, conduct smoke tests, organize smoke test data leveraging our ESRI survey 123 application to capture and geocode smoke test locations and results.
7. ***Field Data Collection Workflow:*** All Murgreen Field technicians are verse and properly trained with utilizing ESRI Field maps, workforce, Survey 123 for creating and tracking workorder for this sewer inspection scope of work. As indicated, Murgreen will provide access to a Command Center Dashboard to the City to access real time inspection data collected in the field.
8. ***CCTV Data QA/QC:*** Murgreen database analyst will be responsible for consolidating/merging all inspections into one Granite/POSM database for exporting purpose to PACP access database and also will review data collected to make sure they align with Town's expectations. All video and pictures collected during this survey will be hyperlink to our ESRI web GIS map and shall be made

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accessible to the city, within 24hrs after the field inspection is completed. All survey will be imported into Pioneer AI software

9. *QA/QC Map & Log:* Murgreen QA/QC analysis team will review and analyze the completed inspected data from pre-inspection or post-inspection that were logged on ArcGIS by the field team. This analysis consists of detailed review of each data point inspected on the app and the team translates those data into a Map and Log template that is pre-reviewed by the team before submission.
10. *Manhole Inspections:* Murgreen will perform a level 2 MACP inspections of no of sewer manholes identified in the RFP. The inspections will be done utilizing a high-resolution portable camera system with the Level 2 MACP data architecture in our ESRI GIS field map collector. The manholes will be rated a score of 1-5 to determine the condition score.
11. *Sewer System and Water system Repair:* Murgreen will perform pipeline replacement by either open cut or trenchless installation of all water, sewer or storm main. Plumbing fixtures repair

Cleaning Plan:

- Cleaning will be performed between the hours of 7AM-5PM Monday through Friday and in accordance with the project schedule as provided.
- Cleaning will be done by Hydro-flushing, with debris removed through vacuum tube. Equipment will be set up in accordance with Murgreen Cleaning Standard Operating Procedures (SOPs). Traffic control will be in accordance with Caltrans and DOT requirements, all Murgreen employees will be trained and certified in these procedures.
- Segments with heavy debris such as roots, FOG etc. will be cleaned more than once with a Vector truck 2100 series with specialized nozzles and a mechanical rodding bucket Roding machine.
- Debris will be collected in the Vactor truck, liquid will be decanted, and debris will be disposed of at an appropriate site/facility.

Odor and Noise Mitigation:

- Odor will be mitigated by collecting debris in a closed body vehicle and decanting in suitable locations to not impact residence.
- Odorous debris loads will be disposed of daily.
- Noise mitigation will be managed by the scheduled cleaning times as identified in the scope.

Confined Space Entry Procedure:

Murgreen has documented confined space entry procedures, our employees are certified ISN safety net rating, and will follow the standard set by OSHA and Murgreen health and safety policy. Sample ISN certificate and GOLD shovel certified is included in Appendix.

66 Franklin St Ste 300, Oakland, CA 94607
209-207-3917 Tel
209-340-0158 Fax

MURGREEN
City of Alameda, CA

Unit Cost and Rate

Murgreen has prepared our pricing based on the scope of services that the City of Alameda has defined in your RFP and the prevailing wage category, and our experience in implementing similar projects in the state. The cost provided below are based of Cost Price Index (CPI) adjustments for providing such services.
Table 3, below, provides our proposed unit cost and pricing information, these costs are all inclusive, covering direct and indirect labor costs and overhead costs for completing this scope.

Table 3. Murgreen– Scope of Services Fees

Contractor's Labor Rates (Hourly)				
	Position Description	**Regular Time**	**Overtime**	**Emergency Callout**
1	Laborer	$120 per hour	$180 per hour	$190 per hour
2	Apprentice	$70 per hour	$105 per hour	$115 per hour
3	Journeyman	$95 per hour	$143 per hour	$153 per hour
4	Master	$130 per hour	$195 per hour	$195 per hour
5	Superintendent/Foreman	$140 per hour	$210 per hour	$210 per hour
6	Project Manager	$140 per hour	$210 per hour	$210 per hour
7	Administrative	$60 per hour	$90 per hour	$100 per hour
Contractor's Equipment Rates				
	Equipment	**Size and Description**	**Unit**	**Hourly Rate**
8	Combo Truck	Water and Vacuum	Hourly	$395 per hour
9	CCTV Truck	Envirosight/Ibak /RST	Hourly	$365 per hour
10	Excavator	Mini Excavator	Hourly	$85 per hour
11	Dump Truck/Trailer	Dump bed	Hourly	$85 per hour
12	Rodding Machine	Roots cutter bucket	Hourly	$150 per hour
Materials/Rentals				
	Materials/Rentals	**Example**	**Unit**	**% Mark Up**
13	Materials	Materials		15%
14	Outside Equipment (Rentals)	Rodding bucket		10%
15	Specialty Equipment			10%
On-Call Monthly Standby Fees				
16	Stand by Emergency Call Out		**$2000 Per Month**	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haughn & Associates, Inc. 6050 Tain Drive Dublin OH 43017	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 614-789-6800 **FAX (A/C, No):** 614-789-6822 **E-MAIL ADDRESS:** specializedCL@haughn.com **PRODUCER CUSTOMER ID #:** MURGENV-01
INSURED L Showmee Home Solutions LLC DBA Murgreen Environmental Company 66 Franklin Rd Suite 300 Oakland CA 94607	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nautilus Insurance Company 17370 **INSURER B :** Key Risk Insurance Company 10885 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1633818819 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	Y	ECP2046430-11	3/10/2026	3/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP2046429-11	3/10/2026	3/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DEDUCTIBLE X RETENTION $ 0	Y	Y	FFX2046431-11	3/10/2026	3/10/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

City of Alameda, the City, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as additional insured. The Commercial general liability and automobile liability insurance provides that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not

See Attached...

4/1/2026

CERTIFICATE HOLDER

City of Alameda
2263 Santa Clara Ave
Alameda CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian F. Haughn

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AGENCY CUSTOMER ID: MURGENV-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Haughn & Associates, Inc.	**NAMED INSURED** L Showmee Home Solutions LLC DBA Murgreen Environmental Company 66 Franklin Rd Suite 300 Oakland CA 94607
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

additional to or contributing with any other insurance carried by or for the benefit of the City.
Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046430-11	3/10/2026	3/10/2027	3/10/2026

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

The following is added to **SECTION VII – CONDITIONS 2. Cancellation**:

SCHEDULE

Number of Days Advance Notice Of Cancellation:	thirty (30) Days
Name and Address of Designated Person(s) or Organization(s):	City of Alameda Public Works Department 2263 Santa Clara Ave Alameda, CA 94501
Additional Premium:	$0

In consideration of the payment of an additional premium, and notwithstanding anything contained in the policy to the contrary, it is understood and agreed that if we cancel this policy on or before the expiration date set forth in the Declarations, we will mail or deliver to the first **Named Insured** at the last known address, and the person(s) or organization(s) at the address designated in the **SCHEDULE** above, written notice of cancellation not less than the number of days shown in the **SCHEDULE** before the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

This endorsement shall not apply if:

1. We cancel due to non-payment of premium, or
2. The policy is non-renewed for any reason.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- LESSOR OF LEASED EQUIPMENT AUTOMATIC STATUS – COVERAGE A & B

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046430-11	3/10/2026	3/10/2027	3/10/2026

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. **SECTION III – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment with whom you have agreed under a written contract or written agreement, in effect during this policy period, that such person(s) or organization(s) be added as an additional insured on this policy, but only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or **personal and advertising injury** under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of such leased equipment.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. We will not extend any insurance coverage to such additional insured that is not provided to you in this policy; and

3. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

II. With respect to the insurance afforded to these additional insureds:

1. Their status as an additional insured ends when their contract or agreement with you for such leased equipment ends; and

2. This insurance does not apply to any **occurrence** which takes place after the equipment lease expires; and

3. The coverage provided by this endorsement shall not apply to any claim or **suit** based upon or arising from an actual or alleged act, error or omission in the performance of professional services of such additional insured person(s) or organization(s).

III. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. **SECTION VII – POLICY CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional insured under this endorsement provided that:

1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and

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2. You have agreed in writing in a contract or agreement, in effect during this policy period, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured person(s) or organization(s). Such contract or agreement must be executed and in effect prior to your maintenance, operation or use of the equipment leased to you by such person(s) or organization(s), which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional insured is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

V. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a **SCHEDULE** of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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FOLLOW FORM EXCESS LIABILITY COVERAGE FORM
SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy Number: FFX2046431-11

UNDERLYING POLICY TYPE	LIMITS OF INSURANCE	POLICY PERIOD	CARRIER & POLICY NUMBER
General Liability	$ 1,000,000 Each Occurrence Limit $ 1,000,000 Personal & Advertising Injury Limit $ 2,000,000 General Aggregate Limit (Other than Products/Completed Operations) $ 2,000,000 Products/Completed Operations Aggregate Limit	03/10/2026 to 03/10/2027	Nautilus Insurance Company ECP2046430-11
Pollution/Professional	$ 1,000,000 Contractors Pollution Liability Limit $ 1,000,000 Professional Liability Limit	03/10/2026 to 03/10/2027	Nautilus Insurance Company ECP2046430-11
Commercial Automobile	$ 1,000,000 Liability - Combined Single Limit	03/10/2026 to 03/10/2027	Key Risk Insurance Company BAP2046429-11
Employer's Liability – Coverage B	$ 1,000,000 BI by Accident - Each Accident Limit $ 1,000,000 BI by Disease - Policy Aggregate Limit $ 1,000,000 BI by Disease - Each Employee Limit	04/02/2025 to 04/02/2026	Security National Insurance Company SWC1555652

The coverages and limits shown above are provided by the policy(ies) of controlling underlying insurance.

FOLLOW FORM EXCESS 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 the **controlling underlying insurance**.

Other words and phrases that appear in **bold** in this Coverage Form have special meaning. Refer to Section **IV** - Definitions. Other words and phrases that are not defined under this Coverage Form but defined in the **controlling underlying insurance** will have the meaning described in the policy of **controlling underlying insurance**.

This policy is subject to the same representations and warranties as are contained in the application for any **controlling underlying insurance,** and the insurance provided under this Coverage Form will follow the same terms, conditions, agreements, exclusions, definitions and limitations that are contained in the applicable **controlling underlying insurance**, unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Form will apply. However, the coverage provided under this Coverage Form will not be broader than that provided by the applicable **controlling underlying insurance**.

There may be more than one **controlling underlying insurance** listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Form. In such a case, the terms, conditions, agreements, exclusions, definitions and limitations of the **controlling underlying insurance** applicable to the particular **event** for which a claim is made or suit is brought will apply.

SECTION I - COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the **ultimate net loss** in excess of the **retained limit** for **injury or damage** to which insurance provided under this Coverage Form applies, however, coverage under this policy will not be available unless and until the full amount of all **controlling underlying insurance** has been exhausted by the **actual payment** by the **controlling underlying insurer** of the applicable **retained limit** as shown in the Schedule of Controlling Underlying Insurance. Where the **controlling underlying insurance** has the duty to defend, we will have the right and duty to defend the insured against any suit seeking damages for such **injury or damage** under this Coverage Form when the applicable limits of **controlling underlying insurance** have been exhausted through the payment of the underlying limits in full in accordance with the provisions of such **controlling underlying insurance**.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for **injury or damage**.

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any **event** that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for **ultimate net loss** is limited as described in Section II - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of **defense costs**, judgments or settlements under this Coverage Form.

b. This insurance applies to **injury or damage** that is subject to an applicable **retained limit**. If any other limit, such as a sublimit, is specified in the **controlling underlying insurance**, this insurance does not apply to **injury or damage** arising out of that exposure unless that limit is specified in the Declarations under the Schedule of Controlling Underlying Insurance.

Furthermore, if any **controlling underlying insurance** shown in the Schedule of Controlling Underlying Insurance

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(**SCHEDULE**) attached hereto has a limit of liability:

(1) Greater than the amount shown in such Schedule of Controlling Underlying Insurance, then this policy will apply in excess of the greater amount; or

(2) Less than the amount shown in such Schedule of Controlling Underlying Insurance, then this policy will apply in excess of the amount shown in such Schedule of Controlling Underlying Insurance.

c. **(1)** If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur during its policy period in order for that coverage to apply, then this insurance will only apply to that **injury or damage** if it occurs during the policy period of this Coverage Form. If the **controlling underlying insurance** requires that the **event** causing the particular **injury or damage** takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place during the policy period of this Coverage Form.

(2) If any **controlling underlying insurance** is written on a claims-made or discovery basis, the following applies to the insurance provided by this Coverage Form which is excess over that underlying insurance:

If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that **injury or damage** which occurs on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form. If the **controlling underlying insurance** requires, for a particular claim, that the **event** causing the particular **injury or damage** takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form.

A claim for damages for such **injury or damage** must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Form. A claim will be considered first made under this Coverage Form:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the **controlling underlying insurance** is written on a claims-made and recorded basis; or

(2) When notice of such claim, after being received by any insured, is reported to us in writing, if the **controlling underlying insurance** is written on any other claims-made basis.

d. Any additional insured under any policy of **controlling underlying insurance** will automatically be an additional insured under this insurance, but only to the extent consistent with the Construction Anti-indemnity Statute(s) held in the applicable jurisdiction. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the lesser of the amount of insurance required by the contract or agreement, or the Each Occurrence Limit of this policy, less any amounts payable by any **controlling underlying insurance**.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the **controlling underlying insurance**.

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Form. In addition, the exclusions applicable to any **controlling underlying insurance** apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Form.

Insurance provided under this Coverage Form does not apply to **Injury or damage**, costs and expenses, because of, caused by or arising out of, either directly or indirectly, in whole or in part, by:

a. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists' coverage.

b. Medical Payments

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Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable **controlling underlying insurance**.

c. Workers' Compensation And Similar Laws

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

SECTION II - 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 number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any **controlling underlying insurance**.

2. The Limits of Insurance of this Coverage Form will apply as follows:

a. This insurance only applies in excess of the **retained limit**.

b. The Aggregate Limit is the most we will pay for all **ultimate net loss**, for all **injury or damage** including **defense costs** covered under this Coverage Form. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.

However, this Aggregate Limit only applies to **injury or damage** that is subject to an aggregate limit of insurance under the **controlling underlying insurance**.

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for all **ultimate net loss** including **defense costs** under this insurance for all **injury or damage** arising out of any one **event**. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.

3. If any **controlling underlying insurance** has a policy period that is different from the policy period of this Coverage Form then, for the purposes of this insurance, the **retained limit** will only be reduced or exhausted by **actual payment(s)** made in full by the **controlling underlying insurer** for **injury or damage** covered under this insurance.

4. The Limits of Insurance shown in the Declarations will not ever be reinstated.

SECTION III - CONDITIONS

The following conditions apply. In addition, the conditions applicable to any **controlling underlying insurance** are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the **controlling underlying insurer** or insured elects not to appeal a judgment in excess of the amount of the **retained limit**, we may do so at our own expense. We will also pay for taxable court costs, pre-and post-judgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **II** - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the **controlling underlying insurer** will not relieve us of our obligations under this Coverage Form.

However, insurance provided under this Coverage Form will not replace any **controlling underlying insurance** in the event of bankruptcy or insolvency of the **controlling underlying insurer**. The insurance provided under this Coverage Form will apply as if the **controlling underlying insurance** were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an **event**, regardless of the amount, which may

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result in a claim under this insurance. To the extent possible, notice should include:

(1) How, when and where the **event** 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 **event**.

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 insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

(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 do or omit to do anything to prejudice our rights under this Coverage Form, and 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.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable. At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any **controlling underlying insurance** and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Form.

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of 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 we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

6. Changes

This Coverage Form contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Form with our consent. No change in, modification of, or assignment of interest under this Coverage Form shall be effective except when made by written endorsement to this Coverage Form which is signed by our authorized representative. This Coverage Form shall become subject to any changes upon the effective date of the changes in the **controlling underlying insurance**, but only upon the condition that we agree to follow such changes by written endorsement attached hereto and the Insured pays when due any additional premium required by us relating to such changes and / or agrees to any amendment of the provisions of this Coverage Form required by us relating to such changes.

7. Maintenance Of / Changes To Controlling Underlying Insurance

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The insured warrants that the **retained limit**, where applicable, as shown in the Schedule of Controlling Underlying Insurance, shall be unimpaired as of the effective date of this policy.

Any **controlling underlying insurance** must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such **controlling underlying insurance** that results from **injury or damage** to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain **controlling underlying insurance**.

The Insured, not the Insurer, will bear the risk that any **controlling underlying insurance** is or may be uncollectible. This Coverage Form will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **controlling underlying insurance**, even if such uncollectibility is due to the financial impairment or insolvency of the issuer of any **controlling underlying insurance**. Coverage under this policy will not be available unless and until all **controlling underlying insurance** has been exhausted by the **actual payment** by the **controlling underlying insurer** of the applicable **retained limit** as shown in the Schedule of Controlling Underlying Insurance.

The first Named Insured must notify us in writing with full particulars as soon as practicable in the event:

a. Any **controlling underlying insurance** is cancelled, not renewed, replaced or otherwise terminated;

b. The limits or scope of coverage of any **controlling underlying insurance** is changed;

c. The aggregate limits of liability of any **controlling underlying insurance** become exhausted;

d. Any **controlling underlying insurance** is not maintained in full effect during the policy period; or

e. Any insurer issuing any **controlling underlying insurance** becomes subject to receivership, liquidation, dissolution, rehabilitation, or similar proceeding or being taken over by any regulatory authority.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Form.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus

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

9. Premium Audit

a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Form 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 premium 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.

10. Loss Payable

Liability under this Coverage Form does not apply to a given claim unless and until:

a. The insured or insured's **controlling underlying insurer** has become obligated to pay the **retained limit;**

b. The full amount of the applicable **retained limit** described in **a.** above has been exhausted as a result of **actual payment** made in full by a **controlling underlying insurer**; and

c. The obligation of the insured to pay the **ultimate net loss** in excess of the **retained limit** has been determined by a final settlement or judgment or written agreement among the insured, claimant, **controlling underlying insurer** (or a representative of one or more of these) and us, and first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

11. Legal Action Against Us

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No person or organization has a right under this Coverage Form:

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 Form 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 Form 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, **controlling underlying insurer** and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of **controlling underlying insurance** have been exhausted, in accordance with the provisions of **controlling underlying insurance**, we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Form of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Form, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Form, 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.

14. Claims-Made Extended Reporting Period

a. Any provisions under the **controlling underlying insurance** relating to an Extended Reporting Period for which a separate premium charge is made do not apply to this insurance, unless an Extended Reporting Period is purchased under this insurance.

b. An Extended Reporting Period, consistent with the terms, conditions and duration of any Extended Reporting Period available in accordance with the terms of any **controlling underlying insurance**, will be available for this Coverage Form by endorsement, for an additional charge, if:

(1) This policy is cancelled or not renewed; or

(2) This policy is renewed or replaced with insurance that:

i. Has a Retroactive Date later than the date shown in the **controlling underlying insurance**; or

ii. Does not apply to **injury or damage** on a claims-made basis.

c. If this policy and the **controlling underlying insurance** are cancelled or not renewed and an Extended Reporting Period has been provided under the **controlling underlying insurance**, then an Extended Reporting Period will be available for this Coverage Form. The Extended Reporting Period available under this Coverage Form will be consistent with the terms, conditions and duration of any Extended Reporting Period provided in accordance with the terms of the **controlling underlying insurance**.

d. You must give us a written request for the Extended Reporting Period endorsement under this Coverage Form no later than the time allowed to purchase such endorsement under the **controlling underlying insurance**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium you owe us for coverage provided under this policy.

e. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

(1) The exposures insured;

(2) Previous types and amounts of insurance;

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(3) Limits of Insurance available under this policy for future payment of damages; and

(4) Other related factors.

SECTION IV - DEFINITIONS

The definitions applicable to any **controlling underlying insurance** also apply to this insurance. In addition, the following definitions apply.

1. **Actual payment** means remittance in currency, not credits or debits, from a **controlling underlying insurer** to an insured or a claimant.
2. **Controlling underlying insurance** means any policy of insurance or self-insurance listed in the Declarations under the Schedule of Controlling Underlying Insurance.
3. **Controlling underlying insurer** means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of Controlling Underlying Insurance.
4. **Defense Costs** means any reasonable and necessary fees charged by an attorney and designated by the company, and where the insured has the right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar claim or suit in the community where the claim or suit arose or is being defended, as well as other reasonable and necessary costs, including expert witness and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a claim or suit. It does not include the salaries of our regular employees or supervisory counsel retained by us, or any cost or expense incurred by the insured in assisting in the investigation or defense of the claim or suit.
5. **Event** means an occurrence, offense, accident, act, discovery, claim or suit or other event, to which the applicable **controlling underlying insurance** applies.
6. **Injury or damage** means any injury or damage, covered in the applicable **controlling underlying insurance** arising from an **event**.
7. **Retained limit** means the available limits of **controlling underlying insurance** applicable to the claim.
8. **Ultimate net loss** means the amount covered by this Coverage Form, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
   - **a.** **Defense costs**, settlements, judgments, binding arbitration; plus
   - **b.** Other binding alternate dispute resolution proceeding entered into with our consent, plus
   - **c.** Any first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Glow Insurance Services
548 Market St.
San Francisco, CA, 94104-5401

CONTACT NAME: Samad Wahedi
PHONE (A/C, No, Ext): (844) 500-4569 FAX (A/C, No):
E-MAIL ADDRESS: ops@glow.co

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Pie Insurance Company	21857
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
L Showmee Home Solutions LLC dba
Murgreen Environmental Company
66 Franklin St STE 300
Oakland, CA, 94607

COVERAGES **CERTIFICATE NUMBER:** WCPI3501905-000-22631 **REVISION NUMBER:** {{revnum}}

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☑ Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCPI3501905-000	04/02/2026	04/02/2027	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This workers' comp policy contains a blanket waiver of subrogation.

Initial LC 4/1/2026

CERTIFICATE HOLDER
City of Alameda
2263 Santa Clara Ave
Alameda, CA 94501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 0.02 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person Or Organization	Job Description
Any person or organization as required by written contract within states covered under this policy.	

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 04/02/2026 Policy No. WC PI 3501905-000 Endorsement No.

Insured

L Showmee Home Solutions LLC dba Murgreen Environmental Company

Insurance Company The Pie Insurance Company

Countersigned By John C. Singer

Docusign Envelope ID: 141A2A0F-559B-8941-8311-9421AE5983BF

Nautilus Insurance Company

An Arizona Corporation

COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

Declarations;

Common Policy Conditions; and

One or more Coverage Parts. A Coverage Part Consists of:

- One or more Coverage Forms; and
- Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

W. Robert Berkley, Jr
President

Philip S. Welt
Secretary

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260 (480) 509-6627
Policy Issuing Office: 499 Washington Blvd, 9th floor, Jersey City NJ 07310 (800) 259-2560

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NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM DECLARATIONS

POLICY NUMBER: FFX2046431-11

RENEWAL OF: FFX2046431-10

INSURED'S NAME AND ADDRESS:

L Showmee Home Solutions LLC
dba Murgreen Environmental Company
66 Franklin St, Suite 300
Oakland, CA 94607

PRODUCER'S NAME AND ADDRESS:

PartnerOne Environmental
425 Locust Ave
Suite 403
Charlottesville, VA 22901

POLICY PERIOD: March 10, 2026 to March 10, 2027 at 12:01 a.m. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORM OF BUSINESS:

Corporation

LIMITS OF INSURANCE:

EACH OCCURRENCE	$ 1,000,000
POLICY AGGREGATE	$ 1,000,000

SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:

SEE SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

PREMIUM

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM:	$ 4,238
TERRORISM RISK INSURANCE ACT:	Rejected
POLICY PREMIUM:	$ 4,238

FORMS AND ENDORSEMENTS (Other than applicable forms and endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this policy and made part of this policy at time of issue:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

NOTICE TO THE INSURED:

SEE CALIFORNIA SURPLUS LINES NOTICE D-2 (Effective January 1, 2017).

NAME AND ADDRESS OF ADMINISTRATIVE OFFICE:

Berkley Environmental (A Berkley Company)
Two Ravinia Drive, Suite 1100, Atlanta, GA 30346
Phone No.: (404) 443-2040, See CLAIMS NOTICE for claims contact information.

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Issue Date: 03/13/2026

Docusign Envelope ID: 141A2A0F-559B-8941-8311-9421AE5983BF

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: FFX2046431-11

Named Insured: L Showmee Home Solutions LLC dba Murgreen Environmental Company

FORMS ATTACHED TO AND MADE A PART OF THIS POLICY:

FORM NUMBER	FORM TITLE
E001J 08 25	Nautilus Policy Jacket
ENV DIR CLAIMS 11 25	Policyholder Notice - Claim Reporting Information
FFX DEC 07 18	Follow Form Excess Liability Coverage Form Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
E906CA (08-21)	Service of Suit - California
D-2 FORM 01 20	California Surplus Lines Notice
FFX 8000 12 25	Follow Form Excess Liability Coverage Form
ENV 2002 06 18	Known or Reported Claims Exclusion
ENV 2216 01 26	Named Insured Endorsement
ENV 2225 10 18	Exclusion of Certified Acts of Terrorism
FFX 8002 07 18	Follow Form Excess Liability Coverage Form Schedule of Controlling Underlying Insurance
FFX 8003 07 18	Exclusion - Designated Work
FFX 8010 07 18	Exclusion - Cross Suits Liability
FFX 8029 07 18	Microbial Substance Exclusion
IL 12 02 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement
FFX 8059 02 21	Earned Premium and Composite Rate - Not Subject to Premium Audit

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SERVICE OF SUIT - CALIFORNIA

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

The Company may be sued upon any cause of action arising in the State of California upon any policy issued by it, or any evidence of insurance issued or delivered by a surplus lines broker, pursuant to the procedures of Sections 1610 to 1620 of the Insurance Code. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of our rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

It is further agreed that service of process in such suit may be made upon Amanda Garcia, in care of CT Corporation System, 330 N Brand Boulevard, Glendale, CA 91203-2336 and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

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IMPORTANT NOTICE:

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on

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the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

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FOLLOW FORM EXCESS 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 the **controlling underlying insurance**.

Other words and phrases that appear in **bold** in this Coverage Form have special meaning. Refer to Section **IV** - Definitions. Other words and phrases that are not defined under this Coverage Form but defined in the **controlling underlying insurance** will have the meaning described in the policy of **controlling underlying insurance**.

This policy is subject to the same representations and warranties as are contained in the application for any **controlling underlying insurance,** and the insurance provided under this Coverage Form will follow the same terms, conditions, agreements, exclusions, definitions and limitations that are contained in the applicable **controlling underlying insurance**, unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Form will apply. However, the coverage provided under this Coverage Form will not be broader than that provided by the applicable **controlling underlying insurance**.

There may be more than one **controlling underlying insurance** listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Form. In such a case, the terms, conditions, agreements, exclusions, definitions and limitations of the **controlling underlying insurance** applicable to the particular **event** for which a claim is made or suit is brought will apply.

SECTION I - COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the **ultimate net loss** in excess of the **retained limit** for **injury or damage** to which insurance provided under this Coverage Form applies, however, coverage under this policy will not be available unless and until the full amount of all **controlling underlying insurance** has been exhausted by the **actual payment** by the **controlling underlying insurer** of the applicable **retained limit** as shown in the Schedule of Controlling Underlying Insurance. Where the **controlling underlying insurance** has the duty to defend, we will have the right and duty to defend the insured against any suit seeking damages for such **injury or damage** under this Coverage Form when the applicable limits of **controlling underlying insurance** have been exhausted through the payment of the underlying limits in full in accordance with the provisions of such **controlling underlying insurance**.

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for **injury or damage**.

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any **event** that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for **ultimate net loss** is limited as described in Section II - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of **defense costs**, judgments or settlements under this Coverage Form.

b. This insurance applies to **injury or damage** that is subject to an applicable **retained limit**. If any other limit, such as a sublimit, is specified in the **controlling underlying insurance**, this insurance does not apply to **injury or damage** arising out of that exposure unless that limit is specified in the Declarations under the Schedule of Controlling Underlying Insurance.

Furthermore, if any **controlling underlying insurance** shown in the Schedule of Controlling Underlying Insurance

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(**SCHEDULE**) attached hereto has a limit of liability:

(1) Greater than the amount shown in such Schedule of Controlling Underlying Insurance, then this policy will apply in excess of the greater amount; or

(2) Less than the amount shown in such Schedule of Controlling Underlying Insurance, then this policy will apply in excess of the amount shown in such Schedule of Controlling Underlying Insurance.

c. **(1)** If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur during its policy period in order for that coverage to apply, then this insurance will only apply to that **injury or damage** if it occurs during the policy period of this Coverage Form. If the **controlling underlying insurance** requires that the **event** causing the particular **injury or damage** takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place during the policy period of this Coverage Form.

(2) If any **controlling underlying insurance** is written on a claims-made or discovery basis, the following applies to the insurance provided by this Coverage Form which is excess over that underlying insurance:

If the **controlling underlying insurance** requires, for a particular claim, that the **injury or damage** occur on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will only apply to that **injury or damage** which occurs on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form. If the **controlling underlying insurance** requires, for a particular claim, that the **event** causing the particular **injury or damage** takes place on or after the Retroactive Date shown in the Declarations of that insurance in order for that coverage to apply, then this insurance will apply to the claim only if the **event** causing that **injury or damage** takes place on or after the Retroactive Date shown in the **controlling underlying insurance** but before the end of the policy period of this Coverage Form.

A claim for damages for such **injury or damage** must be first made against the insured during this policy period or any extended reporting period provided under this Coverage Form. A claim will be considered first made under this Coverage Form:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first, if the **controlling underlying insurance** is written on a claims-made and recorded basis; or

(2) When notice of such claim, after being received by any insured, is reported to us in writing, if the **controlling underlying insurance** is written on any other claims-made basis.

d. Any additional insured under any policy of **controlling underlying insurance** will automatically be an additional insured under this insurance, but only to the extent consistent with the Construction Anti-indemnity Statute(s) held in the applicable jurisdiction. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the lesser of the amount of insurance required by the contract or agreement, or the Each Occurrence Limit of this policy, less any amounts payable by any **controlling underlying insurance**.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the **controlling underlying insurance**.

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Form. In addition, the exclusions applicable to any **controlling underlying insurance** apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Form.

Insurance provided under this Coverage Form does not apply to **Injury or damage**, costs and expenses, because of, caused by or arising out of, either directly or indirectly, in whole or in part, by:

a. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists' coverage.

b. Medical Payments

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Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable **controlling underlying insurance**.

c. Workers' Compensation And Similar Laws

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

SECTION II - 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 number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any **controlling underlying insurance**.

2. The Limits of Insurance of this Coverage Form will apply as follows:

a. This insurance only applies in excess of the **retained limit**.

b. The Aggregate Limit is the most we will pay for all **ultimate net loss**, for all **injury or damage** including **defense costs** covered under this Coverage Form. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.

However, this Aggregate Limit only applies to **injury or damage** that is subject to an aggregate limit of insurance under the **controlling underlying insurance**.

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for all **ultimate net loss** including **defense costs** under this insurance for all **injury or damage** arising out of any one **event**. **Defense costs** are part of, and not in addition to, the limits of insurance, and the payment of **defense costs** reduces the limits of insurance.

3. If any **controlling underlying insurance** has a policy period that is different from the policy period of this Coverage Form then, for the purposes of this insurance, the **retained limit** will only be reduced or exhausted by **actual payment(s)** made in full by the **controlling underlying insurer** for **injury or damage** covered under this insurance.

4. The Limits of Insurance shown in the Declarations will not ever be reinstated.

SECTION III - CONDITIONS

The following conditions apply. In addition, the conditions applicable to any **controlling underlying insurance** are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the **controlling underlying insurer** or insured elects not to appeal a judgment in excess of the amount of the **retained limit**, we may do so at our own expense. We will also pay for taxable court costs, pre-and post-judgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **II** - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the **controlling underlying insurer** will not relieve us of our obligations under this Coverage Form.

However, insurance provided under this Coverage Form will not replace any **controlling underlying insurance** in the event of bankruptcy or insolvency of the **controlling underlying insurer**. The insurance provided under this Coverage Form will apply as if the **controlling underlying insurance** were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an **event**, regardless of the amount, which may

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result in a claim under this insurance. To the extent possible, notice should include:

(1) How, when and where the **event** 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 **event**.

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 insured involved must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

(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 do or omit to do anything to prejudice our rights under this Coverage Form, and 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.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable. At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any **controlling underlying insurance** and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Form.

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of 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 we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

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

6. Changes

This Coverage Form contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Form with our consent. No change in, modification of, or assignment of interest under this Coverage Form shall be effective except when made by written endorsement to this Coverage Form which is signed by our authorized representative. This Coverage Form shall become subject to any changes upon the effective date of the changes in the **controlling underlying insurance**, but only upon the condition that we agree to follow such changes by written endorsement attached hereto and the Insured pays when due any additional premium required by us relating to such changes and / or agrees to any amendment of the provisions of this Coverage Form required by us relating to such changes.

7. Maintenance Of / Changes To Controlling Underlying Insurance

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The insured warrants that the **retained limit**, where applicable, as shown in the Schedule of Controlling Underlying Insurance, shall be unimpaired as of the effective date of this policy.

Any **controlling underlying insurance** must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such **controlling underlying insurance** that results from **injury or damage** to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain **controlling underlying insurance**.

The Insured, not the Insurer, will bear the risk that any **controlling underlying insurance** is or may be uncollectible. This Coverage Form will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **controlling underlying insurance**, even if such uncollectibility is due to the financial impairment or insolvency of the issuer of any **controlling underlying insurance**. Coverage under this policy will not be available unless and until all **controlling underlying insurance** has been exhausted by the **actual payment** by the **controlling underlying insurer** of the applicable **retained limit** as shown in the Schedule of Controlling Underlying Insurance.

The first Named Insured must notify us in writing with full particulars as soon as practicable in the event:

a. Any **controlling underlying insurance** is cancelled, not renewed, replaced or otherwise terminated;

b. The limits or scope of coverage of any **controlling underlying insurance** is changed;

c. The aggregate limits of liability of any **controlling underlying insurance** become exhausted;

d. Any **controlling underlying insurance** is not maintained in full effect during the policy period; or

e. Any insurer issuing any **controlling underlying insurance** becomes subject to receivership, liquidation, dissolution, rehabilitation, or similar proceeding or being taken over by any regulatory authority.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Form.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus

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

9. Premium Audit

a. We will compute all premiums for this Coverage Form in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Form 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 premium 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.

10. Loss Payable

Liability under this Coverage Form does not apply to a given claim unless and until:

a. The insured or insured's **controlling underlying insurer** has become obligated to pay the **retained limit;**

b. The full amount of the applicable **retained limit** described in **a.** above has been exhausted as a result of **actual payment** made in full by a **controlling underlying insurer**; and

c. The obligation of the insured to pay the **ultimate net loss** in excess of the **retained limit** has been determined by a final settlement or judgment or written agreement among the insured, claimant, **controlling underlying insurer** (or a representative of one or more of these) and us, and first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

11. Legal Action Against Us

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No person or organization has a right under this Coverage Form:

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 Form 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 Form 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, **controlling underlying insurer** and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of **controlling underlying insurance** have been exhausted, in accordance with the provisions of **controlling underlying insurance**, we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Form of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the **controlling underlying insurance** had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Form, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Form, 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.

14. Claims-Made Extended Reporting Period

a. Any provisions under the **controlling underlying insurance** relating to an Extended Reporting Period for which a separate premium charge is made do not apply to this insurance, unless an Extended Reporting Period is purchased under this insurance.

b. An Extended Reporting Period, consistent with the terms, conditions and duration of any Extended Reporting Period available in accordance with the terms of any **controlling underlying insurance**, will be available for this Coverage Form by endorsement, for an additional charge, if:

(1) This policy is cancelled or not renewed; or

(2) This policy is renewed or replaced with insurance that:

i. Has a Retroactive Date later than the date shown in the **controlling underlying insurance**; or

ii. Does not apply to **injury or damage** on a claims-made basis.

c. If this policy and the **controlling underlying insurance** are cancelled or not renewed and an Extended Reporting Period has been provided under the **controlling underlying insurance**, then an Extended Reporting Period will be available for this Coverage Form. The Extended Reporting Period available under this Coverage Form will be consistent with the terms, conditions and duration of any Extended Reporting Period provided in accordance with the terms of the **controlling underlying insurance**.

d. You must give us a written request for the Extended Reporting Period endorsement under this Coverage Form no later than the time allowed to purchase such endorsement under the **controlling underlying insurance**. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium you owe us for coverage provided under this policy.

e. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

(1) The exposures insured;

(2) Previous types and amounts of insurance;

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(3) Limits of Insurance available under this policy for future payment of damages; and

(4) Other related factors.

SECTION IV - DEFINITIONS

The definitions applicable to any **controlling underlying insurance** also apply to this insurance. In addition, the following definitions apply.

1. **Actual payment** means remittance in currency, not credits or debits, from a **controlling underlying insurer** to an insured or a claimant.
2. **Controlling underlying insurance** means any policy of insurance or self-insurance listed in the Declarations under the Schedule of Controlling Underlying Insurance.
3. **Controlling underlying insurer** means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of Controlling Underlying Insurance.
4. **Defense Costs** means any reasonable and necessary fees charged by an attorney and designated by the company, and where the insured has the right to select independent counsel, the rates we would actually pay to counsel that we retain in the ordinary course of business in the defense of a similar claim or suit in the community where the claim or suit arose or is being defended, as well as other reasonable and necessary costs, including expert witness and court reporters, in connection with the investigation, adjustment, settlement, defense or appeal of a claim or suit. It does not include the salaries of our regular employees or supervisory counsel retained by us, or any cost or expense incurred by the insured in assisting in the investigation or defense of the claim or suit.
5. **Event** means an occurrence, offense, accident, act, discovery, claim or suit or other event, to which the applicable **controlling underlying insurance** applies.
6. **Injury or damage** means any injury or damage, covered in the applicable **controlling underlying insurance** arising from an **event**.
7. **Retained limit** means the available limits of **controlling underlying insurance** applicable to the claim.
8. **Ultimate net loss** means the amount covered by this Coverage Form, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
   - **a.** **Defense costs**, settlements, judgments, binding arbitration; plus
   - **b.** Other binding alternate dispute resolution proceeding entered into with our consent, plus
   - **c.** Any first-party claim amount that we, at our sole discretion, agree in writing to be necessary and reasonable.

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

KNOWN OR REPORTED CLAIMS EXCLUSION

It is hereby agreed that, notwithstanding anything contained herein to the contrary, this policy shall not apply and shall not cover any claim arising from any **occurrence**, incident, act, error, omission or accident of which the insured is aware or reasonably should have been aware, committed by, alleged to have been committed by, occurring or reported to the insured, his agent, or broker or insurance company prior to 3/10/2025.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NAMED INSURED SCHEDULE

In consideration of the payment of premium, it is understood and agreed that the following person(s) or organization(s) are included as **Named Insureds:**

L Showmee Home Solutions

Doing Business As
Murgreen Environmental Company

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY
CONTRACTORS AND CONSULTANTS POLICY
SITE SPECIFIC POLLUTION LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
FOLLOW FORM EXCESS LIABILITY
CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

Any injury or damage arising, directly or indirectly, out of a **certified act of terrorism**.

B. The following definitions are added:

1. For the purposes of this endorsement, any injury or damage means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to **bodily injury**, **property damage**, **personal and advertising injury**, injury or **cleanup costs** as may be defined in any applicable Coverage Part.

2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

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FOLLOW FORM EXCESS LIABILITY COVERAGE FORM
SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy Number: FFX2046431-11

UNDERLYING POLICY TYPE	LIMITS OF INSURANCE	POLICY PERIOD	CARRIER & POLICY NUMBER
General Liability	$ 1,000,000 Each Occurrence Limit $ 1,000,000 Personal & Advertising Injury Limit $ 2,000,000 General Aggregate Limit (Other than Products/Completed Operations) $ 2,000,000 Products/Completed Operations Aggregate Limit	03/10/2026 to 03/10/2027	Nautilus Insurance Company ECP2046430-11
Pollution/Professional	$ 1,000,000 Contractors Pollution Liability Limit $ 1,000,000 Professional Liability Limit	03/10/2026 to 03/10/2027	Nautilus Insurance Company ECP2046430-11
Commercial Automobile	$ 1,000,000 Liability - Combined Single Limit	03/10/2026 to 03/10/2027	Key Risk Insurance Company BAP2046429-11
Employer's Liability – Coverage B	$ 1,000,000 BI by Accident - Each Accident Limit $ 1,000,000 BI by Disease - Policy Aggregate Limit $ 1,000,000 BI by Disease - Each Employee Limit	04/02/2025 to 04/02/2026	Security National Insurance Company SWC1555652

The coverages and limits shown above are provided by the policy(ies) of controlling underlying insurance.

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

EXCLUSION – DESIGNATED WORK

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Description Of Your Work:
All work performed by or on the behalf of the insured prior to 03/10/2025.

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES:**

2. Exclusions

Designated Work

Injury or damage caused in whole or in part by, or arising, directly or indirectly, out of your work, shown in the Schedule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

EXCLUSION - CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES:**

Cross Suits

Any claim made or suit brought by any Named Insured or Additional Named Insured under this Coverage Form against another Named Insured or Additional Named Insured under this Coverage Form for **injury or damage.**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

MICROBIAL SUBSTANCES EXCLUSION

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES**:

Insurance provided under this Coverage Form does not apply to:

Microbial Substance(s)

(1) **Injury or damage** caused, in whole or in part by, or arising directly or indirectly, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **microbial substance**(s) on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such **injury or damage**; and

(2) Any loss, cost or expenses 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, **microbial substance**(s), by any insured or by any other person or entity.

The following definition is added to **SECTION IV – DEFINITIONS:**

Microbial Substance means any substance that reproduces through release of spores or the splitting of its own cell including but not limited to mold, mildew, spores, fungi, bacteria and Legionella Pnuemophila whether or not the **microbial substance** is living**. Microbial substance** does not include virus.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

OFFICE OF FOREIGN ASSET CONTROL (OFAC) EXCLUSION ENDORSEMENT

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or the United States.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM AND COMPOSITE RATE NOT SUBJECT TO PREMIUM AUDIT

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
FFX2046431-11	3/10/2026	3/10/2027	3/10/2026

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

In consideration of the Company's acceptance of this insurance, the Named Insured understands and agrees that the Earned Premium(s) due for this policy shall be calculated in accordance with the following:

1. The premium entered on the Declarations page of this policy as Advance Premium is a deposit premium only and is subject to adjustment in accordance with our rules and rates.

If this policy remains in effect for its full policy period stated in the Declarations, then any downward adjustment of the Advance Premium is subject to a Minimum Term Premium of **$4,238**.

2. The Earned Premium for the policy period stated in the Declarations is the amount entered as Advance Premium in the Declarations, plus any premium adjustment(s) by endorsement. This policy is not subject to audit.

If the policy period stated in the Declarations becomes a shorter period arising as a result of cancellation, then Advance Premium will be subject to the following Minimum Advance Premium percentages:

Cancellation Effect On Advance Premium		
Calendar Days In Effect	Minimum Advance Premium	
	If We Cancel	If You Cancel
1 – 90 Days	25%	27.5%
91 Days or More	Pro Rata	90% of Pro Rata

Premium adjustment(s) by endorsement resulting in additional premium are fully earned on the effective date of the change. Cancellation for non-payment of premium will be considered cancellation at the request of the first Named Insured.

3. The amount entered as Advance Premium on the Declarations page of this policy has been computed on a Composite Rate basis as follows:

Exposure Basis	Estimated Exposure x	Composite Rate =	Advance Premium
Per $1,000 Gross Sales	$600,000	Flat	$4,238
Terrorism Charge	Terrorism has been rejected by the Insured		
		TOTAL ADVANCE PREMIUM:	$4,238

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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